



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**REGULAR MEETING – 6:30 P.M.**  
**TUESDAY, NOVEMBER 3, 2015**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE, RIO DELL**

*WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

**THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. CEREMONIAL MATTERS**

- 1) 2015/1103.01 - Swearing in of (2) new Police Officers: Jordan Walstrom and Evie Valk; and (1) new Planning Commissioner; Julie Woodall

**E. PUBLIC PRESENTATIONS**

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Councilmembers present that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

**F. CONSENT CALENDAR**



*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

- 1) 2015/1103.02 - Approve Minutes of the October 20, 2015 Regular Meeting (**ACTION**) 1
- 2) 2015/1103.03 - Approve Resolution No. 1275-2015 Amending the FY 2015-2016 Operating Budget for Rio Dell/Scotia Chamber of Commerce Christmas Event Contribution of \$200.00 (**ACTION**) 15
- 3) 2015/1103.04 - Approve Resolution No. 1276-2015 Providing Workers' Compensation coverage for City volunteers (**ACTION**) 20

#### G. ITEMS REMOVED FROM THE CONSENT CALENDAR

#### H. SPECIAL PRESENTATIONS/STUDY SESSIONS (Presentations are limited to a maximum of 15 minutes each)

- 1) 2015/1103.05 - Presentation and Project Update from the City's Engineer, GHD (**RECEIVE & FILE**) 22
- 2) 2015/1103.06 - Presentation from Whitchurch Engineering on Belleview/Ogle Drainage Study (**RECEIVE & FILE**) 31
- 3) 2015/1103.07 - Presentation from JLM Energy regarding Solar and Wind Power for the City's Wastewater and Water Treatment Facilities (**RECEIVE & FILE**) 46
- 4) 2015/1103.08 - Presentation from Food for People regarding services provided in Rio Dell (**RECEIVE & FILE**) 65

#### I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2015/1103.09 - Conduct Public Hearing on Unmet Transit Needs and direct staff to send a letter to Humboldt County Association of Governments (HCAOG) relaying the comments made during the public hearing (**DISCUSSION/POSSIBLE ACTION**) 66
- 2) 2015/1103.10 - Contribution of Transient Occupancy Tax (TOT) to the Rio Dell/Scotia Chamber of Commerce (**DISCUSSION/POSSIBLE ACTION**) 70

#### J. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS



- 1) 2015/1103.11 - Introduction and first reading (by title only) of Ordinance No. 339-2015 amending Section 2.60.030(4) of the Rio Dell Municipal Code (RDMC) changing the Planning Commission's regular meeting day from the fourth Thursday to the fourth Tuesday of the month  
(DISCUSSION/POSSIBLE ACTION) 81
- 2) 2015/1103.12 - Introduction and first reading (by title only) of Ordinance No. 340-2015 amending the "Definitions" provisions Chapter 17 of the Rio Dell Municipal Code (RDMC) to amend or eliminate some existing definitions and include additional definitions  
(DISCUSSION/POSSIBLE ACTION) 87
- 3) 2015/1103.13 - Introduction and first reading (by title only) of Ordinance No. 341-2015 amending Section 5.30.520(2)(a) of the Rio Dell Municipal Code (RDMC) related to the PEG fee paid by cable operator to support public access television (DISCUSSION/POSSIBLE ACTION) 125

#### K. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director
4. Community Development Director

#### L. COUNCIL REPORTS/COMMUNICATIONS

#### M. ADJOURNMENT

*The next regular meeting will be on November 17, 2015  
at 6:30 p.m. in City Hall Council Chambers*



**RIO DELL CITY COUNCIL  
REGULAR MEETING  
OCTOBER 20, 2015  
MINUTES**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Wilson.

**ROLL CALL:** Present: Mayor Wilson, Councilmembers Garnes, Marks and Thompson

Absent: Councilmember Johnson (excused)

Others Present: City Manager Knopp, Finance Director Woodcox, Community Development Director Caldwell, and City Clerk Dunham

Absent: Chief of Police Hill, Water/Roadways Superintendent Jensen and Wastewater Superintendent Chicora (excused)

**PUBLIC PRESENTATIONS**

Nick Angeloff announced once again that he is running for a seat on the Humboldt Bay Harbor District and encouraged everyone to get out and vote.

As President of the Chamber of Commerce, he asked the Council to consider contributing a percentage of the Transient Occupancy Tax (TOT) to the Chamber; reported on the Chamber mixer held on October 13<sup>th</sup> with Aqua Dam as the featured business and said one of the things they discussed was to initiate a pilot program and perhaps have the library catch rain water in a bladder to water plants in the dry season, and more to the point, perhaps water the medians in the City. He also announced that the Chamber will be reducing their office hours and relying more on volunteers, probably until Christmas and said the River Arts Beer Festival held on October 10<sup>th</sup> was pretty successful except they were in competition with an event in Blue Lake so most of the beer vendors were there instead. He said except for the fact that they had to hire security, they would have profited about \$200.00 which isn't bad for the first year. He said overall the event cost them around \$500.00 however; it was an enjoyable event. He expressed special thanks to Lost Coast Brewery for their participation.

**CONSENT CALENDAR**

Motion was made by Thompson/Marks to approve the consent calendar including approval of minutes of the October 6, 2015 Joint Study Session; approval of minutes of the October 6, 2015 Regular meeting; and authorizing the City Manager to appoint City Clerk Karen Dunham as Acting City Manager during periods of temporary absence or disability pursuant to RDMC 2.15.040(5). Motion carried 4-0.

**SPECIAL PRESENTATIONS/STUDY SESSIONS**

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#### Presentation from Food for People regarding services provided in Rio Dell

Mayor Wilson announced the continuance of this item to the November 3, 2015 regular meeting.

### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

#### Approve appointment to fill the vacancy on the Rio Dell Planning Commission for the remainder of the unexpired term ending December 31, 2016

Community Development Director Caldwell reported that a vacancy exists on the Planning Commission as a result of the recent resignation from Jared Wilson. He said the Notice of Vacancy was posted on September 1, 2015 with the final day for submittal of applications October 15, 2015. Two applications were received; one from Julie Woodall and the other from Rick Sihler. He noted that neither of the applicants were present but recommended the Council proceed with appointment of one of the applicants to fill the vacant position on the Planning Commission.

Dean Glaser expressed his support for Julie Woodall as Planning Commissioner and said he had worked professionally with Julie as representatives on the Humboldt Transit Authority (HTA) and League of California Cities (LOCC) and with her 20 years of experience as a City Council member she is familiar with the City's policies and protocols and has a wealth of information to offer as a Planning Commissioner.

Richard Newman commented that he felt the Council should wait to approve the appointment until both applicants can be present to avoid the appearance of favoritism because of Julie's former connection with the Council as a former Mayor and Councilmember.

Councilmember Garnes stated that it would have been better if the applicants were present but as staff pointed out, Julie was on vacation and unable to attend and the other applicant was invited and chose not to attend...

Mayor Wilson recommended the Council move forward with the appointment.

Councilmembers proceeded with the vote by written ballot. City Clerk announced the results of the vote; Julie Woodall received 4 out of 4 votes and was appointed to the Rio Dell Planning Commission to fill the unexpired term ending December 31, 2016.

#### Update of EV Charging Station Project at Downtown Parking Lot

City Manager Knopp provided handouts of the trenching plan for the EV charging station and an example of potential planter boxes to be installed at the entrance of the parking lot.

He provided a brief update on the project and said over the past few months, staff has been working on getting the parking lot resurfaced, sealed and striped to bring it up to current ADA standards as Phase 1 of the 3 phase project.



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He said Phase 2 is basically the construction of the EV charging station and referred to the basic design as presented reporting that the current design was changed slightly by moving lines to increase the ADA parking space by 6 to 12 inches between the ADA parking space and the regular EV charging space. He reminded the Council that there will be a dedicated parking spot next to the ADA parking but there will be a dual charger so the ADA space will also be able to utilize it for charging. He said essentially there will be a maximum of 2 vehicles that can charge at level 2 charging at 1-2 hours.

He said the engineers working with Redwood Coast Energy Authority (RCEA) met with staff and pushed the original project completion date back from November to December.

He reported that the final phase of the project is basically the aesthetics and visual appeal of the site and said one of the ideas is to construct or purchase a series of planter boxes and place them along the 3 foot section of the parking lot not being utilized to create a barrier. He noted that there is access to water service so a line could be tapped in with possibly a drip irrigation system. Also, signage improvements will be included to identify the area as a safe place to park vehicles. He said before entering into Phase 3, or before any purchases are made on planter boxes or other items, staff will bring the item back to Council for approval.

He said the final component is lighting and in the initial research, \$5,000 was quoted just to begin the process with PG&E to connect to the grid and install two new poles.

He said the City set aside \$10,000 in the budget towards this project and has spent approximately one-third of that on surfacing and striping so that leaves somewhere between \$3,000-\$4,000 to install lighting. He noted that there is a mired of options to consider such as solar power and said the Council might want to develop an Adhoc committee to research options.

He stated that the overall goal is to have everything wrapped up by June 30, 2016. He added that no action is required by the Council at this time and asked for any comments or suggestions in moving forward.

Councilmember Thompson asked why a light can't be put on the existing power pole and said a regular street light would be enough to light the entire parking lot and would be the most economical approach.

City Manager Knopp said he understood the power pole he was referring to is on the corner where there is already an existing light and suggested going to the site with Councilmember Thompson to take a look at what is existing.

Councilmember Thompson referred to the picture of the proposed planter boxes and expressed concern about blocking off the area and potential vandalism.

Councilmember Marks said he attended a Redwood Coast Energy Authority (RCEA) meeting yesterday and two of the entities in the County that are putting in EV charging stations complained about their projects not getting completely finished.

Councilmember Garnes commented that she likes the idea of having something to delineate the area because it is completely open now and the view is not pleasant.

Mayor Wilson had a question about the layout of the parking spaces and asked how long the charging cords are and if they come with the vehicle or come out of the charging station.

City Manager Knopp explained they come from the charging station and the charging cords are approximately six feet in length.

Mayor Wilson also questioned the charging station to the right of the ADA parking spot.

City Manager Knopp clarified that this particular charging station is a different type and one of the courtesy options of the design and part of reason for it had to do with the fact that staff emphasized the ADA compliance aspect of the project. He said that particular charging station is a typical house type charger and basically trickle charges vehicles like a typical outlet would, so it may take as long as overnight to charge a vehicle. He said this charging station is specifically for ADA vehicles only and can be utilized free of charge.

Mayor Wilson then asked if the ADA vehicle will still be able to get to the other spot and asked what the point is of putting in ADA parking spaces if they are not being accommodated with an appropriate charging station.

City Manager Knopp explained that one of the reasons this solution was offered is because there is not enough grant money to cover the cost of two separate charging stations however; it can be upgraded in the future.

Mayor Wilson said it seems that because a vehicle with a handicap license plate will be able to park in any of the spaces and charge their vehicle it seems that going to all the trouble to designate a specific ADA charging spot is not really necessary.

Councilmember Marks asked if the City had much input on the project or if it has been primarily up to RCEA's engineers.

City Manager Knopp commented that he and Water/Roadways Superintendent Jensen participated in the discussions during the design phase and actually modified the initial design of the parking spaces to comply with current ADA standards.

Mayor Wilson called for public comment on the proposed project.

Melissa Marks brought up the issue of signage.

City Manager Knopp explained that there will be improved signage on Wildwood Ave. and at the parking lot site with arrows to identify it as a public parking lot and EV charging station location.

Larry Arsenol asked about the possibility of getting signs up on Highway 101.

City Manager Knopp said he would follow up with RCEA but noted that these charging networks are identified via internet; also many of the electric vehicles are able to identify the locations through a tracking system.

Councilmember Marks pointed out that one of the goals of the project is to construct a series of charging stations and map them out so everyone knows where they are located.

Mayor Wilson also noted that smart phones have apps that identify locations.

Richard Newman commented that citizens have asked him where the money is coming from to put in these charging stations and why the City is doing it when the money could be better spent on other things. He said the information is included in the City newsletters that go out but obviously some people don't take the time to read them.

Mayor Wilson stated that it is unfortunate that they don't read the newsletters because it is important for citizens to be informed. He suggested he convey the message that citizens need to come to City Council meetings and ask questions and said public comment is really important and that the goal of the City Council is to be transparent and open with everything that goes on in the City.

Dean Glaser stated that someone asked where the money is coming from to install these EV charging stations and said it comes from PG&E, Southern Edison and San Diego Electric so basically, the rate payers are paying for it as an added tax on their bill. He added that one of the topics of discussion at the League of California Cities a while back was about alternative energy and electric vehicles and the reality of it is that the only people that will be able to afford to buy them will be federal, state or local government agencies that have money that has been dedicated for alternative energy programs.

He added that it is great that RCEA has gone out and obtained grants for the installation of EV charging stations but he doubts that anyone has walked into Grundman's Sporting Goods and asked for the nearest location of a charging station. He said Tesla makes an electric vehicle that costs \$45,000 which many citizens in this area can't afford. He said the gesture is good but

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suggested rather than installing three spots, install two spots which will help mitigate the situation quicker.

Councilmember Garnes noted that she was approached by a resident of King Salmon asking when the charging station was going to be installed because they frequently travel between King Salmon and the Bay Area so there are other people besides government officials that will use it.

Receive presentation on Cost Containment Options under review for Employee Health Insurance Benefits and authorize the City Manager to sign a Conflict Waiver Consent Form

City Manager Knopp provided a staff report and said since August; staff has been looking at ways to stabilize costs related to employee health benefits. He said there has been a swing in the cost increases as much as 15% so there is a lot of volatility in the cost of health plans today. He said because the City's revenues are obviously not growing, the goal is to stabilize and contain the costs as much as possible.

He said staff met with a representative from Keenan & Associates, an insurance brokerage firm that provides coverage to local schools and more recently to local municipalities. He explained that it involves joining the Public Agency Coalition Enterprise (PACE) Joint Powers Authority (JPA) along with other municipalities to potentially regulate shared costs similar to how risk management is performed in the City through SCORE's JPA. He said additional research is needed including legal review of the JPA documents and because the City Attorney, Russ Gans and his firm engage in work to defend liability pools managed by Keenan & Associates there is a potential conflict of interest that could exist. He said although the attorney feels the possibility of a conflict is remote, a Conflict Waiver needs to be signed by the City. He noted that the recommended action at this time is to simply authorize the City Manager to sign the consent form so the City Attorney can review the documents; he said if a consensus is reached by the employees to move forward with a change in the insurance benefit plan, it would come back to the Council for further action including approval of the JPA.

Staff further explained that the City has received a tentative offer from Keenan & Associates to go from a PPO plan to an EPO plan which comes with benefits as well as potential drawbacks.

He noted that benefits would be:

- Employees would retain current level of benefits but under an EPO
- Have access to cash rewards through wellness programs
- Have access to various discounts for gym memberships
- Employees leaving the City can sign up for any of the programs offered to current employees
- Rates are more stable which benefits the City as well

He said potential drawbacks would be:

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- Some employees may not be willing to entertain the EPO offering
- General JPA entanglements such as the two year initial enrollment requirement
- Care outside the Anthem Network is not covered except for emergencies

Councilmember Thompson asked where the 5,700 members of the plan are located and if members can move throughout the State.

City Manager Knopp explained the members are located all over the State and that the EPO is part of the Anthem Network which is the largest in the State.

He explained that a lot more information has to be researched and employees will need to have all the facts about the plan before moving forward; the action will only allow the City Attorney to evaluate the membership in the JPA and provide information back to staff.

Councilmember Garnes commented that the consent waiver states that the City has the right to consult with a third-party attorney and asked if staff had done that.

City Manager Knopp stated that staff had not consulted with a third-party attorney and if a conflict were to arise, it would not be to the detriment of the City; he said this is basically approaching the subject on the side of caution and said the chance of a conflict is unlikely.

Motion was made by Garnes/Thompson to authorize the City Manager to sign a Conflict Waiver Consent form allowing the City Attorney to evaluate the City's proposed membership in the Public Agency Coalition Enterprise (PACE), a Health Benefits JPA managed by Keenan & Associates. Motion carried 4-0.

#### Schedule Workshop on Economic Development opportunities related to Cannabis

City Manager Knopp stated that this item has been brought before the Council at the request of Councilmember Garnes.

Councilmember Garnes stated that she attended the business leader luncheon in Eureka regarding the probable legalization of marijuana and the main topic of discussion was related to medical marijuana and revenue and potential retail opportunities. She said \$44 million was collected in sales taxes in California last year and that only represented 25% of the dispensaries in the State.

She said a lot of the discussion had to do with the bills that Governor Brown had recently signed related to cannabis and said in attendance were representatives from State Board of Equalization, John Bartholomew, Humboldt County Treasurer/Tax Collector; a representative from Senator McGuire's office; and Bonnie Neely, former County Supervisor. She said there was a panel of six people and they each spoke about different issues such as regulation, taxation, transportation, and quality assurance type issues related to cannabis. She explained that basically what is happening is that the local jurisdictions including Arcata, Eureka, Garberville, Redway, and all parts in between are trying to get ahead of the situation before it becomes law so they are

affecting the law instead of reacting to it. She said she would like the City Council to schedule a workshop (tentatively on December 3<sup>rd</sup>) and invite some of the same panelist to come and speak to the City Council and the public and explain the situation and talk about some of the proposed bills that have been signed by the Governor. Also, to explain the future as they see it and allow the Council to ask questions and try and figure out what Rio Dell can do with the law that will likely change. She said she is hoping to open up dialog regarding revenue and economic development opportunities for the City. She commented that the City had an Economic Development study session and ideas for generating revenue were presented such as holding community events such as kite festivals or bocce ball tournaments but no real economic development strategies were developed.

She added that she understands that cannabis is a delicate subject for a lot of people and a source of fear as far as what it will do to our City but she believes that it is at least better to talk about it before it is upon us. She said ignorance is no excuse for breaking the law but neither is ignorance an excuse for not reaping the benefits of the law. She stressed the importance of looking at the revenue possibilities for the City because the City is strapped financially and if it's legal and there is revenue to be made and it is regulated, governed and monitored then there should be a discussion about it in looking forward.

She said everyone knows that it is already going on in the City and if there is a way to bring it off the black market and reap the benefits of taxes it will benefit everyone. She asked for Council consensus to schedule a workshop and invite a panel to come and address the issues related to the cannabis industry and to explain the bills being proposed by the Governor to see what Rio Dell can do to be prepared for what is coming. She said it doesn't mean the Council is taking a position on the subject but is simply listening and acknowledging the reality and acting before reacting.

Councilmember Thompson addressed the issue and said this discussion has been going on with Mayors for six or seven years and has always been about generating more taxes and one thing that is not being considered is that as legalization moves forward there is going to be a tremendous rise in medical costs. He said if the Council is going to have a workshop and be knowledgeable about all the facts, there needs to be medical doctors included in the discussion. He said he already knows the consequences of legalized marijuana and said since the passage of Prop 215, doctors are seeing the children of people using marijuana having major medical problems and it is getting worse. As such, the City Council needs to fully understand the consequences as it will be changing Rio Dell. He said things have changed dramatically over the years and not necessarily in a good way. He commented that he doesn't believe the City will reap the benefits of sales taxes because there will be little compliance of those people that are

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already growing because they have gotten away with it and will continue to sell it on the black market without paying taxes. He said if the Council wants to have a workshop he has to insist that members of the medical profession be brought into the discussion so the Council has all the facts. He commented that he was at the doctor's office a couple of months ago, and a young woman with a 215 card came in and was nursing a baby. The doctor, who happened to be a heart specialist, commented that this happens all the time and that the baby doesn't have a chance. He asked the Council to keep in mind that for the sake of generating more taxes the City is going to be creating a system that is going to cause damage to our children for generations to come. He pointed out that he is talking from personal knowledge, having two adopted grandchildren coming from this situation and it is not good. He said it's very sad because children have nothing to say about it.

He stated his opposition to the statewide legalization of marijuana and said basically what is happening throughout the State is that the future of our grandchildren and future generations are being traded off for taxes.

Councilmember Marks commented that his problem with this situation is that no one is addressing the adverse effects to those people who are opposed to marijuana. He said people should have the right to smell and breathe clean air and should not have to have it in their own back yard so to speak. He said if the economic development aspect is going to be addressed, and then all the other issues that go along with legalization need to be addressed.

Councilmember Garnes agreed and said that she is not suggesting that Rio Dell be turned into a drug haven but what she is saying is that something is on the horizon and the Council can sit here and say they don't like it but when it becomes legal and the Council hasn't done any research or asked any questions it is simply not reasonable. She said the Council needs to address it before it happens and be prepared. She pointed out that even if every voter in Rio Dell voted against legalization of marijuana; it will still pass statewide.

She said another thing they talked about at the meeting had to do with secondary businesses related to the cannabis industry other than dispensaries such as soil, garden supplies, balms and salves, spa treatments, and businesses that recycle waste products (marijuana stems and stalks). She commented that she is not saying that she wants dispensaries in Rio Dell but that the Council needs to look at secondary businesses that promote economic development and generate revenue for the City.

She pointed out that the people on the panel are not simply people off the street but public officials and said she sees no reason why a doctor can't be part of the panel.

She said the purpose of the workshop is to listen, learn and ask questions and to pretend that legalization of marijuana is not happening is not realistic. She added that she doesn't think it will make Rio Dell seem like a bad place but would seem that the City Council is trying to be informed so they can address the situation when it happens.



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Mayor Wilson stated that it is no secret how he stands on the issue and said he won't use the term "cannabis" because he has drawn his line on that; the word is "marijuana" and that is how the Governor of California addresses it. He said the "cannabis" phrase is used by people who are very active in the legalization process and down play it by calling it "cannabis."

He said he agrees with Councilmember Garnes in that the Council does need to look at what is coming and said it might be wise to have more than one medical professional present to address the issues. He said the City Council has to address it whether they like the idea or not and take an active approach on how legalization will affect Rio Dell. He said as Councilmember Garnes said the Council would be foolish to not be informed and if it doesn't pass then it doesn't; if it does, then the Council needs to know how it affects Rio Dell and know how to deal with it.

Mayor Wilson called for public comment on the subject.

**Larry Arsenol** said he appreciates the Council's position but to put heads in the sand and ignore it like it's not happening is not good. He gave an example of an article written by a young girl in the 60's who said she was going to help America because she was addicted to marijuana and was shooting up eight times a day and everyone got a laugh out of her statement because you don't shoot up marijuana. He said unfortunately, there was a young man that wondered what would happen if he did shoot up marijuana and after a week in the hospital came out drooling. He said the point that he is trying to make is that there is a lot of miss-information out there and the Council needs to know the true facts. He said people associate an addiction to marijuana the same as meth or heroine but marijuana is not addicting. He pointed out that it is here and to choose not to regulate it is ridiculous. He said people selling it on the black market will not be able to because it will be cheaper in dispensaries. He added that studies in Colorado show that the number of people using marijuana dropped after it became legal. As a substitute teacher he saw students come to school stoned out of their minds and stressed the importance of education and talking reasonable and sensibly to kids about marijuana.

**Melissa Marks** stated that she is not in support of marijuana but it is ignorant to not know the consequences. She said the Council should look at land use in the City and have a plan in place that defines where marijuana related businesses are allowed so that they are not located next to schools.

Kathleen Kemp agreed and said that she was always told that "knowledge is power" and the Council needs to be knowledgeable and know what they are up against.

Nick Angeloff said in looking at this purely from an economic sense, the Council needs to look at what happened in Colorado and said there are certainly impacts involved with legalization. He said in the end there is a small chance that it won't be legalized in California, but a very large potential that in 2016 it will be legal. He noted that he has no real support for the industry itself but from looking at what happened in Colorado from solely a business perspective, the industry sort of got split 50-50 meaning that the black market still exists. He said kids will always



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find a way to get alcohol and drugs and no doubt there is an impact on young minds developmentally. He stated that from a business perspective, he really doesn't think there will be as much of a benefit to Humboldt County economy as people are predicting and actually be more of a detriment to the County. He said there will be some large scale growers that are going to be picking up in the central valley; the black market industry is going to shrink; and there will be a boutique industry that will still be here. In predicted that what he sees happening is that there will be somewhere between four to seven companies that are boutique to Humboldt County and are going to be exporting at relatively high prices but their competitors are going to steal that market away and the money flowing through the local economy will be less and less every year as things continue along.

He commented that the City has to prepare for this and totally understand everything and if this issue is going to be studied, this information needs to be brought to the floor. He said the issue cannot be looked at as a rosy picture. He said there does need to be regulation but what's going to happen in the end is not a positive benefit for the City or the County. He pointed out that everyone realizes that money from the black market purchases vehicles and other high dollar items however; that will get smaller and it is likely that in the end the revenue from direct taxing is likely not going to amount to as much as from sales through the black market. He said he is not saying to keep the black market as we can't rely on that industry to drive the economy into the future and certainly not in Humboldt County. He reiterated that we don't have the land base to support the large scale growers. He said speaking again from solely a business perspective, there are ancillary industries out there related to the cannabis industry and that might be where Humboldt County has an economic opportunity such as the soils industry. He said whether an individual supports that industry is up to them. He pointed out that like alcohol, suppliers provide corn and rice so if you look at it on an equivalent basis, you have to make that judgement yourselves and it's a hard decision and said he is sorry the Council has to make it.

There being no further public comment, Mayor Wilson closed the public comment period.

The consensus of the Council was to schedule the workshop on December 3, 2015.  
Councilmember Thompson agreed provided a medical professional is present.

Councilmember Garnes pointed out that December 3<sup>rd</sup> is a tentative date because she still has to get confirmation from the speakers that they are available to attend.

City Manager Knopp said staff could do outreach to the medical field and said there needs to be fair assessment so perhaps medical professionals on both sides of the issue should be invited.

Mayor Wilson stated that the purpose of the workshop is not to discuss the merits of whether marijuana should be legalized or not or if it is good or bad for you but if someone from the medical profession can speak authoritatively so that it does not become a debate then suggested they be brought in. He said he would also like to receive information and facts on Colorado and

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Washington since legalization in those states. He said the issue certainly won't go away by ignoring it.

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Conduct second reading (by title only) and adopt Ordinance No. 338-2015 amending Fence Regulations, Section 17.30.120 of the RDMC to 1) allow ornamental fencing materials such as wrought iron fencing no taller than seven (7) feet in height provided the fence is at least 60% open within the front yard setback, and 2) to prohibit razor or concertina wire fences

Community Development Director Caldwell provided a staff report and said the ordinance was introduced at the October 6, 2015 regular meeting and is back before the Council for its second reading and adoption. He said the amendment to the fence regulations is in response to numerous questions and concerns regarding fences and this amendment will basically allow see-through fences within front yard setbacks. He said the amendment also prohibits certain fence materials including but not limited to barbed wire, razor wire or concertina wire unless approved by the Community Development Director in consultation with the Director of Public Works and the Chief of Police for animal control, garden protection, special security needs, or required by other laws or regulations.

Mayor Wilson stated that the ordinance amendment puts exclusions on concertina wire which is good and applauded the fact that those existing fences with prohibited materials shall not be considered a legal non-conforming use and shall be required to be removed within sixty days after adoption of the ordinance.

A public hearing was opened to receive public comment on the proposed ordinance.

There being no public comment, the public hearing closed.

Motion was made by Thompson/Garnes to conduct second reading (by title only) and adopt Ordinance No. 338-2015 *Amending the Fence Regulations, Section 17.30.120 of the Rio Dell Municipal Code* and to direct the City Clerk, within 15 days after adoption of the Ordinance, to post an adoption summary of the Ordinance pursuant to the California Government Code. Motion carried 4-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager Knopp provided a brief review of the written City Manager report as presented and announced that he will be on vacation from October 21<sup>st</sup> through November 1<sup>st</sup> and in his absence, City Clerk Dunham will be Acting City Manager; reported that the City Engineer, Jesse Willor will be leaving GHD to take the position of Deputy City Engineer for the City of Eureka and representatives of GHD will provide project updates at the November 3<sup>rd</sup> meeting.

## **OCTOBER 20, 2015 MINUTES**

### **Page 13**

He said the topic of Christmas celebrations came up last year and the annual tree lighting event was referred to the Chamber of Commerce. He said staff is looking for direction from the Council to see if they want to refer this to the Chamber again this year, or do something else.

Nick Angeloff, Chamber President stated that the event went well last year and that they are well into the planning for this year's festivities. He said the annual tree lighting event will take place on December 5<sup>th</sup>; Jerry Rhody will tell a story as the guest speaker on December 12<sup>th</sup>; and on December 20<sup>th</sup> at the Winema Theater they will be showing the movie "Santa Claus versus Martians." He said they are happy to take over the holiday celebration and would wholeheartedly appreciate any donation the City could make for the tree lighting event.

The consensus of the Council was to provide some sort of contribution to the Chamber for the annual tree lighting event, perhaps out of the City Council budget. Staff was directed to bring the matter back to the Council for further consideration and approval at the next meeting.

Community Development Director Caldwell reported on recent activities in the Planning Department and said staff presented the Draft Land Use Matrix and approximately 225 new definitions to the Council and Planning Commission at the Joint Study Session on October 6, 2015 and will be presenting it to the Planning Commission at their regular meeting on October 22, 2015. Upon their final review and approval, it will come back to the /Council for adoption.

He also reported there will be a presentation by Withchurch Engineering on the Ogle/Bellevue Drainage Study at the November 3, 2015 regular meeting.

### **COUNCIL REPORTS/COMMUNICATINS**

Councilmember Thompson reported that he was contacted by Supervisor Estelle Fennel who informed him that she will be running for re-election and asked for the Council's support. He said he indicated to her that he would like to see more contact by her through City Hall and she said she would try and put forth a better effort. He asked for a consensus of the Council to provide support from the Council as a whole or individual support.

Mayor Wilson and Councilmember Marks indicated that they had already endorsed her for re-election so the consensus of the Council was to provide individual support.

Councilmember Marks reported on his attendance at the RCEA meeting and said other than discussion on completion of various projects; they discussed the contract for the Executive Director.

Councilmember Garnes reported that she also spoke to John Bartholomew, County Treasurer at the business luncheon regarding the issues with the local Transient Occupancy Tax (TOT). He said because of all the bed and breakfast inns and vacation rentals that are not registered he has

**OCTOBER 20, 2015 MINUTES**  
**Page 14**

been talking with local entities to try and come up with a formalized document to capture these taxes so they are consistent throughout the County. She agreed to bring the matter before the Council on an upcoming agenda.

**ADJOURNMENT**

Motion was made by Johnson/Thompson to adjourn the meeting at 9:13 p.m. to the October 20, 2015 regular meeting. Motion carried 4-0.

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Frank Wilson, Mayor

Attest:

---

Karen Dunham, City Clerk

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
November 3, 2015**

**TO:** Mayor and Members of the City Council

**THROUGH:** Kyle Knopp, City Manager

**FROM:** Brooke Woodcox, Finance Director *BW*

**DATE:** November 3, 2015

**SUBJECT:** Rio Dell/Scotia Chamber of Commerce Christmas Contribution

---

**RECOMMENDATION**

Approve Resolution 1275-2015 Amending the 2015-2016 Fiscal Year Operating Budget for Rio Dell/Scotia Chamber of Commerce Christmas Contribution of \$200

**BUDGETARY IMPACT**

A transfer of \$200 from the General Fund Contingency line item to the City Council budget

**BACKGROUND AND DISCUSSION**

At the last regularly scheduled Council meeting on October 20, 2015 Nick Angeloff, Rio Dell/Scotia Chamber of Commerce President, asked for Council's consideration of contributing to the Chamber's planned Christmas activities. Council requested that staff bring the item back to Council in order to determine if funds are available from the City Council's budget.

The City Council's 2015-2016 budget is attached and shows as of October 31, 2015 that 29% of funds have been expended. The overall budgeted expenditures of \$14,148 appear to be on course as planned, however caution is advised due to line item 5900 Rio Dell Fire Department

and Humboldt County Library Sewer/Water which is expected to surpass its budgeted amount by approximately \$1,600. This is in large part due to budgeted estimates that were based on RDFD past billing history; however, there was significant increase in RDFD consumption during the winter months increasing from an average of 12 units in 2014-2015 to 36 units for the new fiscal year. This item has impacted the City Council's planned appropriations therefore it is recommended that the Council's budget be *increased* by \$200 in order to contribute to the Rio Dell/Scotia Chamber of Commerce Christmas activities.

In summary, if approved by Council it is recommended that the City Council's budget be increased \$200 from the General Fund's Contingency line item (5460). Unspent appropriations for this item at this time are \$10,000. This will require a budget amendment of \$200 out of the General Fund Contingency item and into the City Council budget.

#### ATTACHMENTS

- A) Resolution 1275-2015
- B) City Council 2015-2016 Budget Variance Report
- C) Form – Request for Budget Transfer



**RESOLUTION NO. 1275-2015  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
AMENDING THE OPERATING BUDGET  
FOR THE FISCAL-YEAR 2015-2016**

**WHEREAS**, the City adopted Resolution 1267-2015 establishing the City's Operating and Capital Budget for the Fiscal-Year 2015-2016; and

**WHEREAS**, the City has approved and adopted its 2015-2016 fiscal year Operating and Capital Budget and identified an amendment that should be included to update the 2015-2016 fiscal-year budget; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Rio Dell City Council does hereby amend the City of Rio Dell 2015-2016 Operating and Capital Budget transferring appropriations in the amount of \$200 for the 2015 Rio Dell/Scotia Chamber of Commerce Christmas activities:

**FUND**

**APPROPRIATIONS TRANSFER**

000 General Fund  
000 General Fund

TO: CITY COUNCIL BUDGET \$200  
FROM: GENERAL FUND CONTINGENCY \$200

**PASSED AND ADOPTED** by the City Council of the Rio Dell on this 3<sup>RD</sup> day of November 2015, by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
Frank Wilson, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Dunham, City Clerk

**City of Rio Dell**  
**Budget vs Actual Comparison Report by Department**  
**June 30, 2016**

Attachment B

	YTD Actual Current	Annual Budget Current	Budget Variance Current YTD
<b>12 D12 CITY COUNCIL</b>			
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
5101 Office Supplies	21	0	(21)
5103 Postage	0	110	110
5104 Printing - Forms	0	837	837
5106 Promotional	644	850	206
5112 Legal	566	500	(66)
5122 Training - Conference	853	3,000	2,147
5123 Automobile - Transportation	605	1,500	895
5126 Dues & Memberships	0	2,751	2,751
5135 Maintenance - Repair	0	500	500
5174 Web Design Services	0	100	100
5900 RFD and Library Water/Sewer	1,470	4,000	2,530
<b>Total Expenditures</b>	<b>4,159</b>	<b>14,148</b>	<b>9,989</b>



## CITY OF RIO DELL - REQUEST FOR BUDGET TRANSFER

Attachment C

CITY COUNCIL	12	3-Nov-15	
Department	Dept. #	Date	BT/ADJ#

1.) Reason for Budget Transfer Request:

WITHIN SAME FUND AND BUDGET UNIT

☐ < \$3,000 with Finance Director Approval

☐ > \$3001-\$10,000 with Finance Director and City Manager Approval

☐ > \$10,000 with City Manager Recommendation and Council Approval

WITHIN SAME FUND, SEPARATE BUDGET UNIT

☒ **Contingency Budget Transfer:**  
 Transfer to/from Contingency Line Item for expenditure after all other sources within budget unit are unavailable (Recommendation of Finance Director and City Manager, and Council Approval)

OTHER TRANSFER REQUESTS

☐ Budget transfer that creates new line item (Approval of Finance Director and City Manager)

☐ Supplemental Budget Request to increase appropriations and/or revenues (Approval of Finance Director and City Manager, submitted with an amending Budget Resolution for Council Approval)

2.) TRANSFER FROM:

FUND	Object	ACCOUNT NUMBER	AMOUNT
GENERAL FUND	CONTINGENCY	5460-00-000-0000-0000	200.00
TOTAL TRANSFER			200.00

TRANSFER TO:

FUND	Object	ACCOUNT NUMBER	AMOUNT
GENERAL FUND	PROMOTION	5106-12-000-0000-0000	200.00
TOTAL TRANSFER			200.00

3.) In the space below, state (a) reason for transfer request, (b) reason why there are sufficient balances in affected accounts, and (c) why transfer cannot be delayed until next budget year.

a.) Contribution to Rio Dell/Scotia Chamber of Commerce 2015 Christmas activities

b.) General Fund Contingency line item has amount available for this expenditure

c.) Christmas item cannot be delayed until next budget year

<p>4.)</p> <p>Department Authorization Signature</p> <p>5.)</p> <p>Finance Director Signature (amounts verified)</p> <p>6.) City Manager Approval and Signature</p> <p>_____/Approved _____/Not Approved</p> <p>_____/Recomm. _____/Not Recomm.</p> <p>City Manager Signature</p>	<p><b>(7.) Council Approval and Signature</b></p> <p>Approved <input type="checkbox"/></p> <p>Not Approved <input type="checkbox"/></p> <p>Recommended <input type="checkbox"/></p> <p>Not Recommended <input type="checkbox"/></p> <p>Tabled <input type="checkbox"/></p> <p>Modified <input type="checkbox"/></p> <p>Next Meeting <input type="checkbox"/></p> <p>City Council Signature _____ Date _____</p>
---	---



675 Wildwood Avenue  
Rio Dell, CA 95562  
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(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)

**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
November 3, 2015**

TO: Mayor and Members of the City Council  
THROUGH: Kyle Knopp, City Manager  
FROM: Brooke Woodcox, Finance Director *BW*  
DATE: November 3, 2015  
SUBJECT: **Workers' Compensation Insurance for Volunteers**

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**RECOMMENDATION**

Adopt Resolution 1276-2015 providing workers' compensation coverage for City volunteers

**BUDGETARY IMPACT**

Small premium increase.

**BACKGROUND AND DISCUSSION**

Small Cities Organized Crime Effort (SCORE) is the City of Rio Dell's liability and workers' compensation coverage. From time to time the City authorizes and designates volunteers to perform certain services for the City. Resolution 1276-2015 will extend workers' compensation coverage to City volunteers.

California Labor Code 3363.5 provides that persons who perform voluntary services without pay may be deemed employees for the purpose of workers' compensation insurance. The resolution allows volunteers to be placed under the status of "employee" in order that the City can provide workers' compensation insurance. Without a resolution in place volunteers remain as volunteers. If a volunteer is injured while performing services for the City he or she can seek remedy through the civil court system. The City can mitigate risk associated with claims and related higher costs by providing workers' compensation insurance.

**ATTACHMENT**

- A. Resolution 1276-2015



**RESOLUTION NO. 1276-2015  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
PROVIDING WORKERS' COMPENSATION COVERAGE  
FOR CITY VOLUNTEERS**

**WHEREAS**, the City Council of the City of Rio Dell desires to provide workers' compensation coverage for City volunteers pursuant to the provision of Section 3363.5 of the Labor Code; and

**WHEREAS**, the City Council finds its best interests will be served by utilizing volunteers in the provision of certain city services; and

**WHEREAS**, authorized and designated volunteers performing services for the City should be eligible for workers' compensation coverage while performing such services; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Rio Dell hereby finds and determines:

1. That the public interest is best served by providing workers' compensation coverage for authorized and designated volunteers performing services for the City.
2. That volunteers shall be deemed to be employees for the purposes of Division 4 of the California Labor Code while the person(s) actually performs volunteer services, provided that the rights of volunteers shall be limited to those benefits set forth in the Labor Code.

**BE IT FURTHER RESOLVED**, that "authorized and designated volunteers" is defined for purposes of this resolution as services performed by any person who receives no remuneration other than remuneration for meals, transportation, lodging, or reimbursement of any other incidental expenses associated with such voluntary service.

**PASSED AND ADOPTED** by the City Council of the Rio Dell on this 3<sup>RD</sup> day of November 2015, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Frank Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Karen Dunham, City Clerk

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



November 3, 2015

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager *3*  
SUBJECT: Update and Presentation from City Engineer GHD

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and provide input, if any.

BACKGROUND AND DISCUSSION

GHD, the City's contracted engineer will discuss the Metropolitan Well Site project, provide an update on the Active Transportation Program Grant, and discuss future options and strategy related to grant acquisition for distribution and storage issues in the City of Rio Dell.

///

## Metropolitan Wells Project



## City Engineer Update

- Metropolitan Wells Project
- Active Transportation Program Grant
- Water Distribution Grant Funding





## Metropolitan Wells Project

### Timeline:

- September First Drought Grant Reimbursement
- September 29<sup>th</sup> USDA ECWAG Grant funds obligated to project
- November 6th 60% Design Plans to City Staff for review



## Metropolitan Wells Project

---

### Project Funding

- Project Funding
- Engineers Opinion of Probable Cost
  - Base Bid
  - Additive Bid Alternates
- Bidding Scenarios
  - Low Bid below Estimate
  - Low Bid Above Estimate, but below Contingency
    - High
    - Low
  - Low Bid Above Estimate and Contingency





## Metropolitan Wells Project

### Anticipated Project Schedule

- |                    |   |
|--------------------|---|
| • Dec 2015         | Final Design – Plans, Specifications and Estimate |
| • Jan/Feb 2016     | Bidding   |
| • March/April 2015 | Construction                                      |
| • Sept 2016        | Construction Completion                           |



## Active Transportation Program

### California Transportation Commission Meeting (Oct 21-22<sup>nd</sup>) Results:

1. If funded, next steps:
  - Coordination with Caltrans
  - May 2016 CTC Allocation Request
  - July 2016 CTC Allocation for (Preliminary Approval and Environmental Document (PA&ED) Phase.
  - July 2016 Request for Qualifications (RFQ) for PA&ED Phase.
  - Sept 2016 Select Consultant
  - Mar 2017 Complete PA&ED



## Water System Distribution

### Replacement of Distribution Piping 2-inch and Smaller

- Project Identification/Programming
- Potential Grant Funding Sources



## Questions?




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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



For Meeting of: November 3, 2015

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: October 28, 2015

Subject: Belleview & Ogle Avenue Drainage Study Presentation

---

---

**Recommendation:**

That the City Council:

1. Receive Whitchurch Engineering's presentation regarding their findings and recommendations resulting from their drainage study; and
2. Open the public hearing, receive public input and discuss any questions with staff and Whitchurch Engineering.

**Background and Discussion**

As the Council is aware Whitchurch Engineering was selected to prepare a Drainage Study and a 70% Preliminary Design of the preferred or superior alternative. The funding of the Study was the result of a successful 2013 Community Development Block Grant (CDBG) application.

It must be noted that the Department of Housing and Urban Development (HUD) made significant changes in 2014 regarding Grants and the use of Program Income (PI). Program Income is money that is paid back to local jurisdictions for housing and economic activity loans made to local citizens and businesses. Apparently there were a very large number of jurisdictions who had significant amounts of Program Income on hand and were still being awarded new grants. The new rules require jurisdictions to spend their Program Income on approved HUD/CDBG activities before they utilize existing grants funds or make application for new grants. Therefore, the City is using Program Income to pay for the Drainage Study.

There have been drainage issues in this area of town for decades. Much of the development predated the Subdivision Map Act (1972) and as such very little was done in terms of drainage improvements. Staff has discovered that there were three previous preliminary studies done in the Belleview/Ogle neighborhood in 1969, 1998 and 2005. None of these studies included topographic survey information, designs for construction or the preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA). Again, the current study includes a 70% design and a Mitigated Negative Declaration (MND) environmental document. In addition, funds have been included in the 2015/2016 Budget to complete the design and make the project shovel ready.

### **Attachments**

Attachment 1: 30% and 70% design drawings and opinion of probable costs.

October 16, 2015

City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562

Attn: Kyle Knopp, City Manager &  
Kevin Caldwell, Community Development Director

RE: Belleview and Ogle Avenue Drainage Study and Preliminary Design  
Agreement No. 13-CDBG-8971

Mr. Knopp and Mr. Caldwell,

Whitchurch Engineering Inc. has prepared 30% design drawings, 70% design drawings and an opinion of probable construction cost for the stormwater conveyance system in the Belleview Avenue and Ogle Avenue area of Rio Dell, CA (attached). The table below (Table 1) lists gross cost estimates associated with fundamental features of the project per the 70% design drawings titled "Hydrology Study Belleview & Ogle Avenues" dated October 16, 2015 (attached). This estimate does not include costs associated with the minutiae of the project's development process; item quantities and unit costs remain un-deterministic until such time that 100% design drawings are produced and the bidding process is complete.

If you have questions or concerns regarding the enclosed material, please give me a call,

Sincerely,

Darren Tully  
RCE# 73755

Table 1: Estimated construction costs for the stormwater conveyance system in the Bellevue Avenue and Ogle Avenue area of Rio Dell, Ca.

Item	Quantity	Item Description	Item Unit Cost	Item Cost
	700 ln. ft.	Remove Existing Storm Drain Piping	\$20.00 / ln. ft.	\$14,000.00
	11 ea.	Remove Existing Catch Basins	\$400.00 / ea.	\$4,400.00
	7,200 sq. ft.	Remove Surface Materials (asphalt, soil, vegetation)	\$4.00 / sq. ft.	\$28,800.00
	15 ea.	Drainage Inlet (Caltrans Type G-1)	\$1,200.00 / ea. (installed & connected)	\$18,000.00
	800 ln. ft.	Construct 15-inch HDPE Pipe	\$75.00 / ln. ft.	\$60,000.00
	700 ln. ft.	Construct 24-inch HDPE Pipe	\$75.00 / ln. ft.	\$52,500.00
	3,600 ln. ft.	Construct Asphalt Curb (Caltrans Type A)	\$5.00 / ln. ft.	\$18,000.00
	3 ea.	Utility Roadway Crossing	\$10,000.00 / ea. (construction/materials)	\$30,000.00
	200 ln. ft.	Construct 36-inch (w) 18-inch (d) Swales	\$20.00 / ln. ft.	\$4,000.00
	7,200 sq. ft.	Roadway Patching	\$6.00 / sq. ft.	\$43,200.00
-		Utility Conflict Resolution	\$10,000.00	\$10,000.00
	7,200 sq. ft.	Landscaping / Surface Restoration	\$5.00 / sq. ft.	\$36,000.00
-		Traffic Control	Assume 5% of Cost Subtotal	\$17,445.00
-		Mobilization	\$30,000.00	\$30,000.00
Drainage features are in accordance with Caltrans 2010 Standard Plan			<b>TOTAL</b>	<b>\$366,345.00</b>



---

*675 Wildwood Avenue  
Rio Dell, CA 95562*



TO: Rio Dell City Council

FROM: Rick Chicora, Wastewater Superintendent

THROUGH: Kyle Knopp City Manager

DATE: November 3, 2015

SUBJECT: Solar Presentation from JLM Energy

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

Receive the presentations and provide input, if any.

**BACKGROUND AND DISCUSSION**

A few months ago, I was approached from a Council Member asking about solar and wind power for the City's Wastewater and Water Facilities. After researching the local area I was forwarded to JLM Energy out of Rocklin, CA. They are the same company that is installing the solar and wind turbines at Bear River Casino. After talking with JLM and explaining what we would like, they came to Rio Dell and did a site survey and an energy audit and came up with a plan to help reduce our energy usage.

So tonight, Tony Holtz and Jan Petrenko are here from JLM Energy to present to Council their findings from the energy audit and site survey.

Attachments: JLM Energy Presentation



Energy Cost Reduction  
Preliminary Analysis,  
Assumptions, and Proposal

Prepared for:  
**City of Rio Dell**  
September 2015

The logo for JLM ENERGY features three curved, overlapping lines in blue, orange, and yellow, resembling a stylized sun or energy waves. To the right of these lines, the word "JLM" is written in a large, bold, white sans-serif font, and the word "ENERGY" is written in a smaller, white sans-serif font below it.

**JLM** ENERGY

Declare your energy independence.



## Project Summary

Project Name: City of Rio Dell  
 Project Location: Rio Dell, CA  
 Service Address: 475 Hilltop Dr  
 Facility Type: Commercial  
 Electricity Provider: PG&E  
 SA ID: 0137181797  
 Meter: 1006732143  
 Rate Plan: E-19S



# E-19S Rate Schedule



Pacific Gas and Electric Company  
San Francisco, California  
U 39

Cancelling

Revised  
Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

35054-E  
31045-E

## ELECTRIC SCHEDULE E-19 MEDIUM GENERAL DEMAND-METERED TOU SERVICE

Sheet 10

3. Rates:  
(Cont'd.)

a. TYPES OF CHARGES: The customer's monthly charge for service under Schedule E-19 is the sum of a customer charge, demand charges, and energy charges:

- The **customer charge** is a flat monthly fee.

- This schedule has three **demand charges**, a maximum-peak-period-demand charge, a maximum part-peak-period and a maximum-demand charge. The maximum-peak-period-demand charge per kilowatt applies to the maximum demand during the month's peak hours, the maximum part-peak-period demand charge per kilowatt applies to the maximum demand during the month's part-peak hours, and the maximum demand charge per kilowatt applies to the maximum demand at any time during the month. The bill will include all of these demand charges. (Time periods are defined in Section 6.)

(L)

# E-19S Rate Schedule



Gridz

Historical Rate Increase		2009	2015
Summer (May-Oct)	Max. On Peak	\$13.17	\$19.04
	Part Peak	\$3.02	\$4.42
	Maximum	\$7.97	\$14.38
Winter (Nov-April)	Part Peak	\$1.15	\$0.24
	Maximum	\$7.97	\$14.38

(6.3% Annual Inflation)

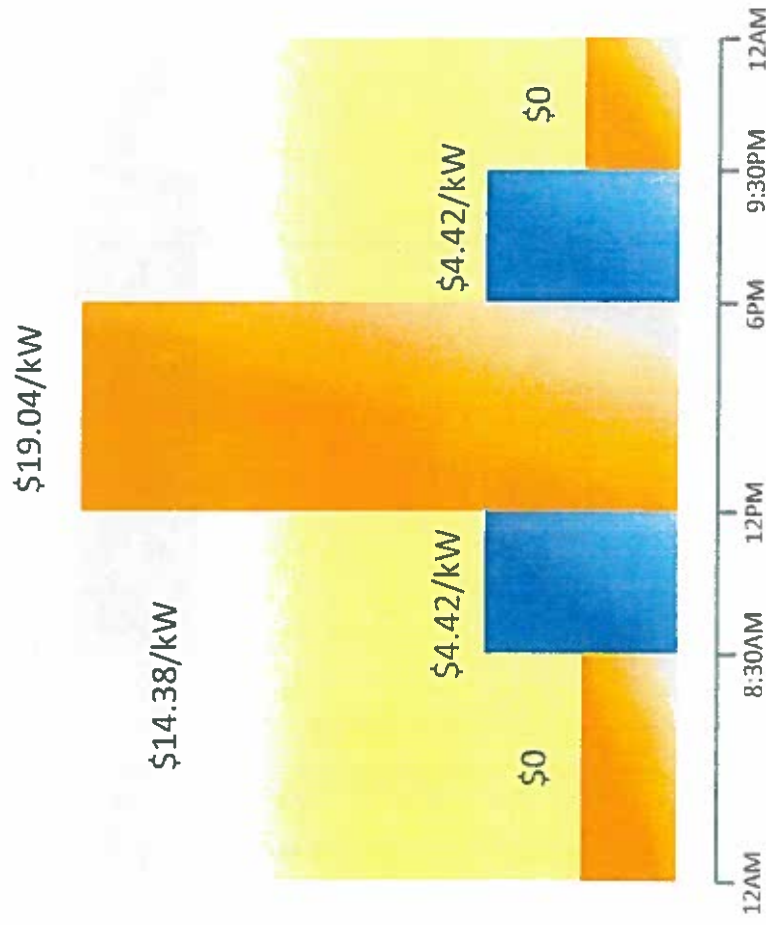
(6.5% Annual Inflation)

(10.4% Annual Inflation)

# E-19S Rate Schedule



## Summer Demand Prices



## Demand Charge Breakdown:

1. Maximum On-Peak at \$19.04/kW  
(45% increase since 2009)
2. Maximum Part-Peak at \$4.42/kW  
(46% increase since 2009)
3. Maximum Peak at \$14.38/kW\*  
(80% increase since 2009)

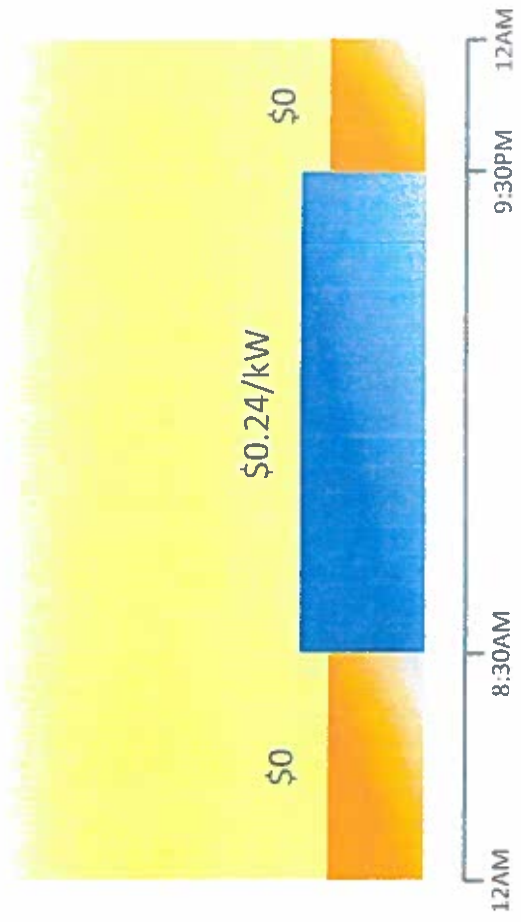
\*Note: The maximum peak charge is applied to the single highest power reading at any time during the month in addition to the time-based charges. Rates published September 1, 2015.

# E-19S Rate Schedule



## Winter Demand Prices

\$14.38/kW



## Demand Charge Breakdown:

1. Maximum Part-Peak at \$0.24/kW
2. Maximum Peak at \$14.38/kW\*

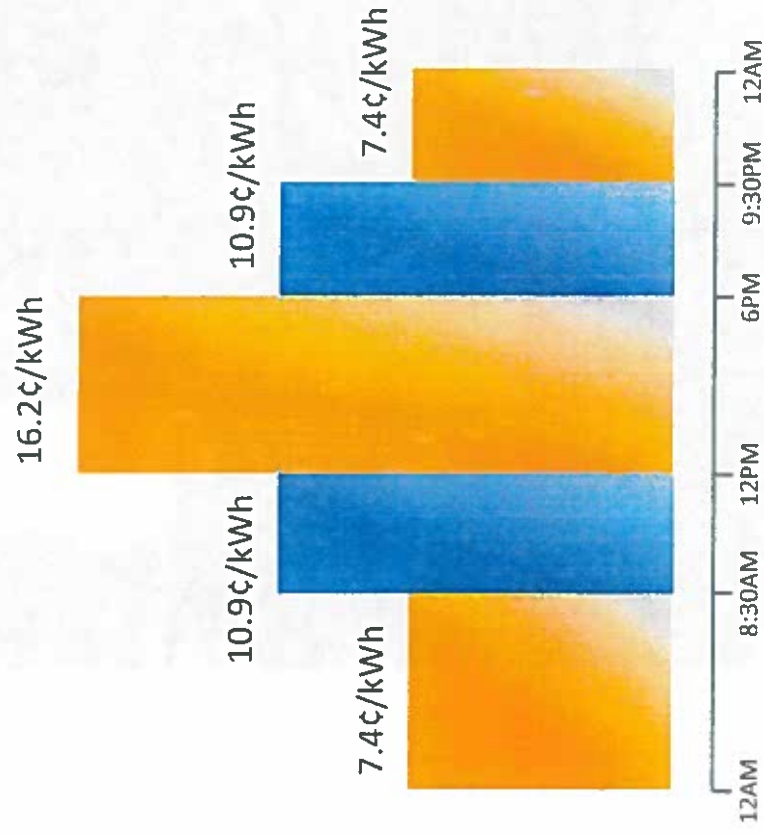
\*Note: The maximum peak charge is applied to the single highest power reading at any time during the month in addition to the time-based charges. Rates published September 1, 2015.



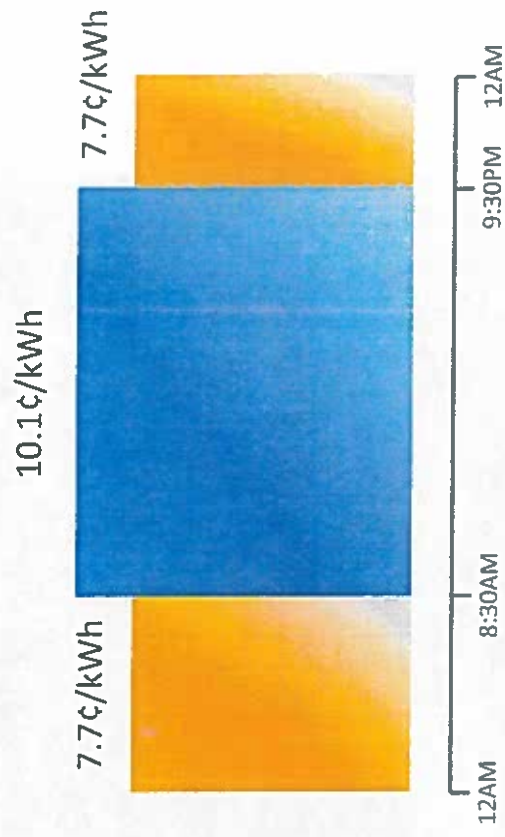


## E-19S Rate Schedule

### Summer Energy Prices



### Winter Energy Prices








## 475 Hilltop Dr. PV + Zefrs System Info:


	PV System Size:		New PG&E Rate Plan:	
	79.04 kW		E-19S Option R	
	Tilt:	15°	Yearly Production:	
	Azimuth:	225°	kWh Usage Offset:	
	Zefrs:	4	1 <sup>st</sup> Year Savings :	
Previous PG&E Rate Plan:		E-19S	Bill Offset:	
			\$22,326	
			13.7%	
			95,382 kWh	
			18.8%	

All systems are warrantied for 10 or 25 years by JLM and backed by warranty insurance.



## Metropolitan Rd System Info:

<b>PV System Size:</b>  <b>Tilt:</b>  <b>Azimuth:</b>  <b>Zefrs:</b>			
	2.08 kW	15°	180°
			3
	A-1 TOU		

<b>New PG&amp;E Rate Plan:</b>  <b>Yearly Production:</b>  <b>kWh Usage Offset:</b>  <b>1<sup>st</sup> Year Savings :</b>  <b>Bill Offset:</b>			
	A-1 TOU	2,768 kWh	100%
			\$545
			69%

All systems are warrantied for 10 or 25 years by JLM and backed by warranty insurance.

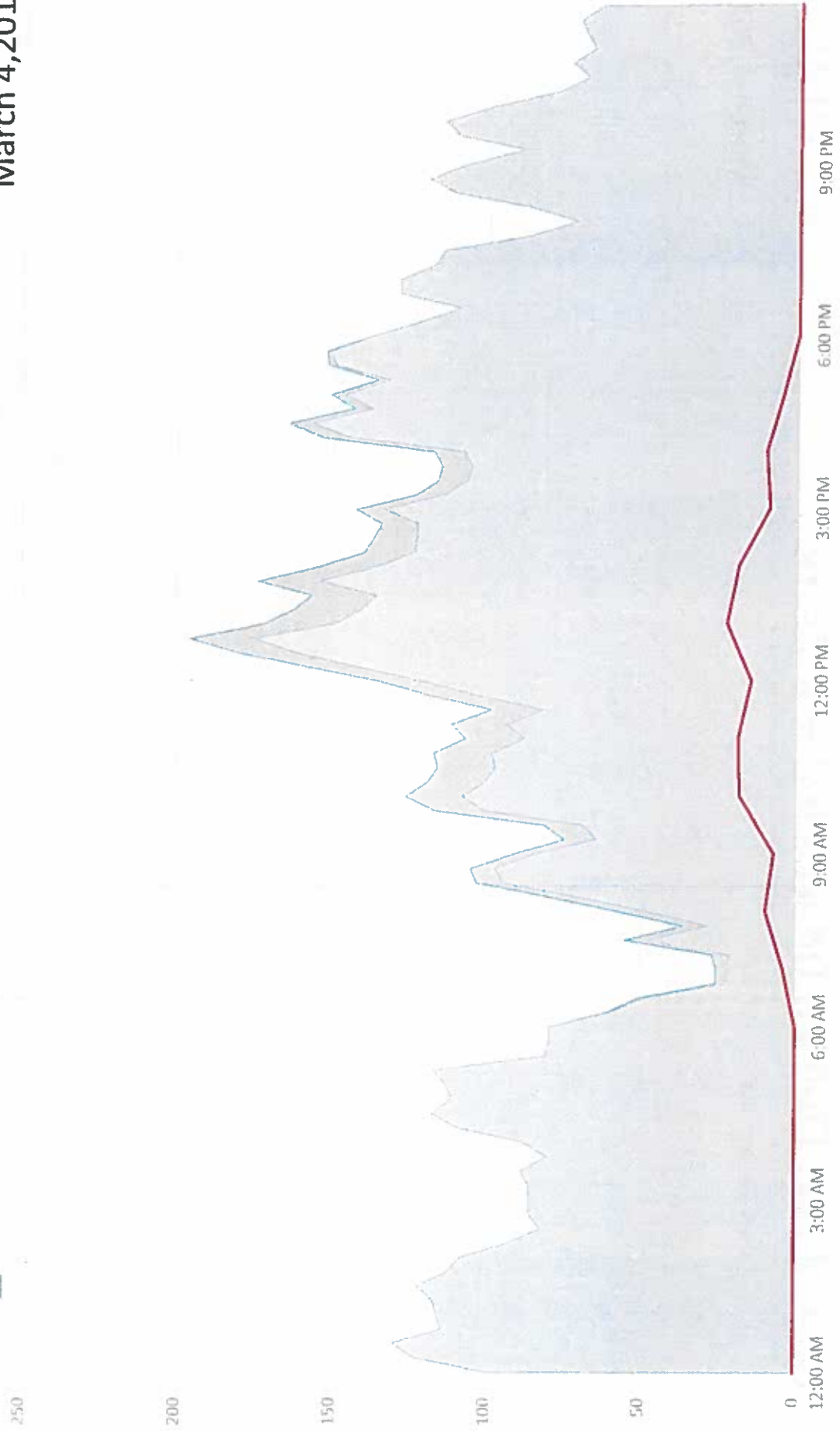


Gridz

# City of Rio Dell 79.04 kW PV + 4 Zefrs

March 4, 2015

□ Peak Demand Before Solar: 196 kW

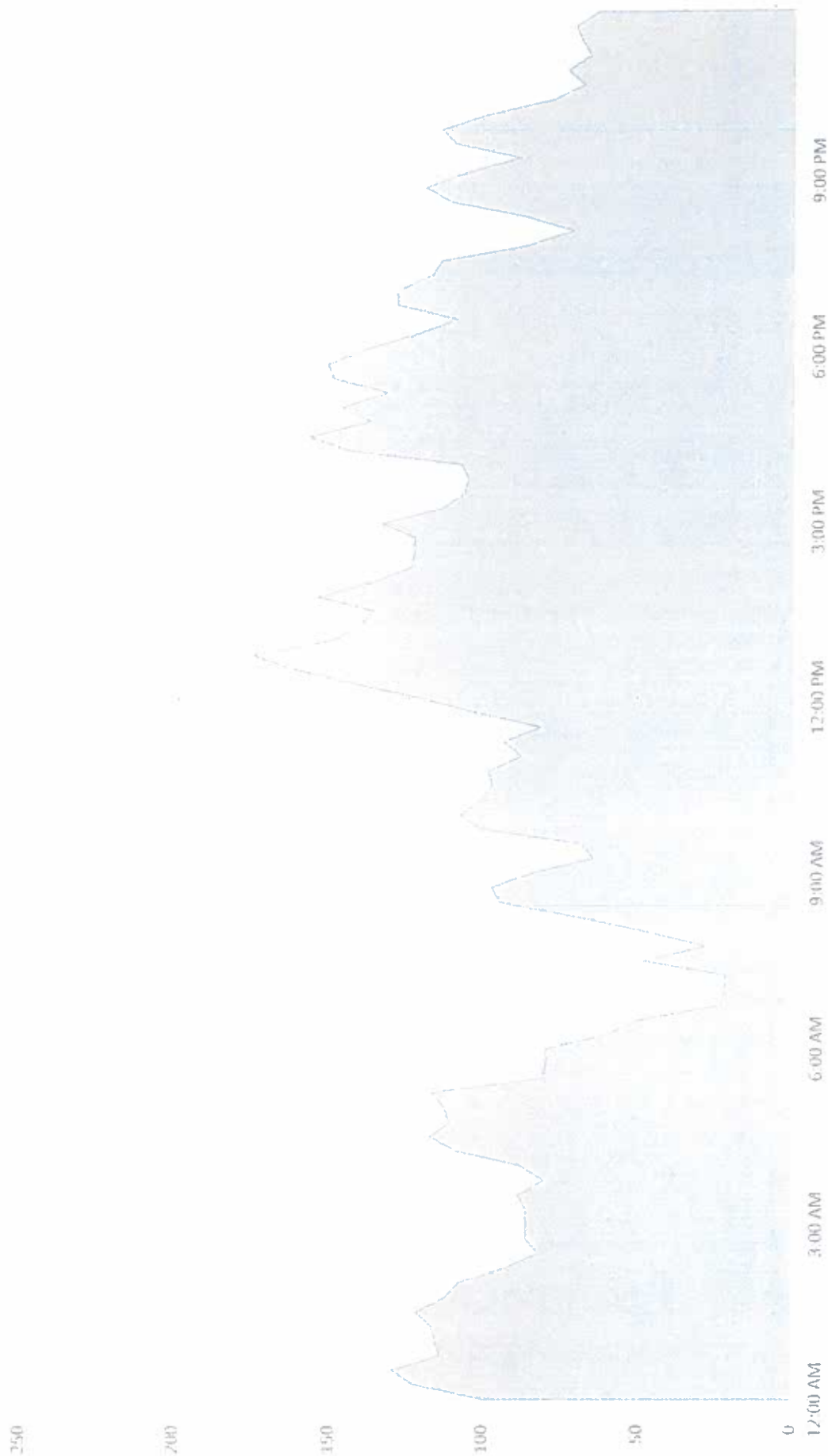




# City of Rio Dell 79.04 kW PV + 4 Zefrs

March 4, 2015

Peak Demand After Solar: 175 kW

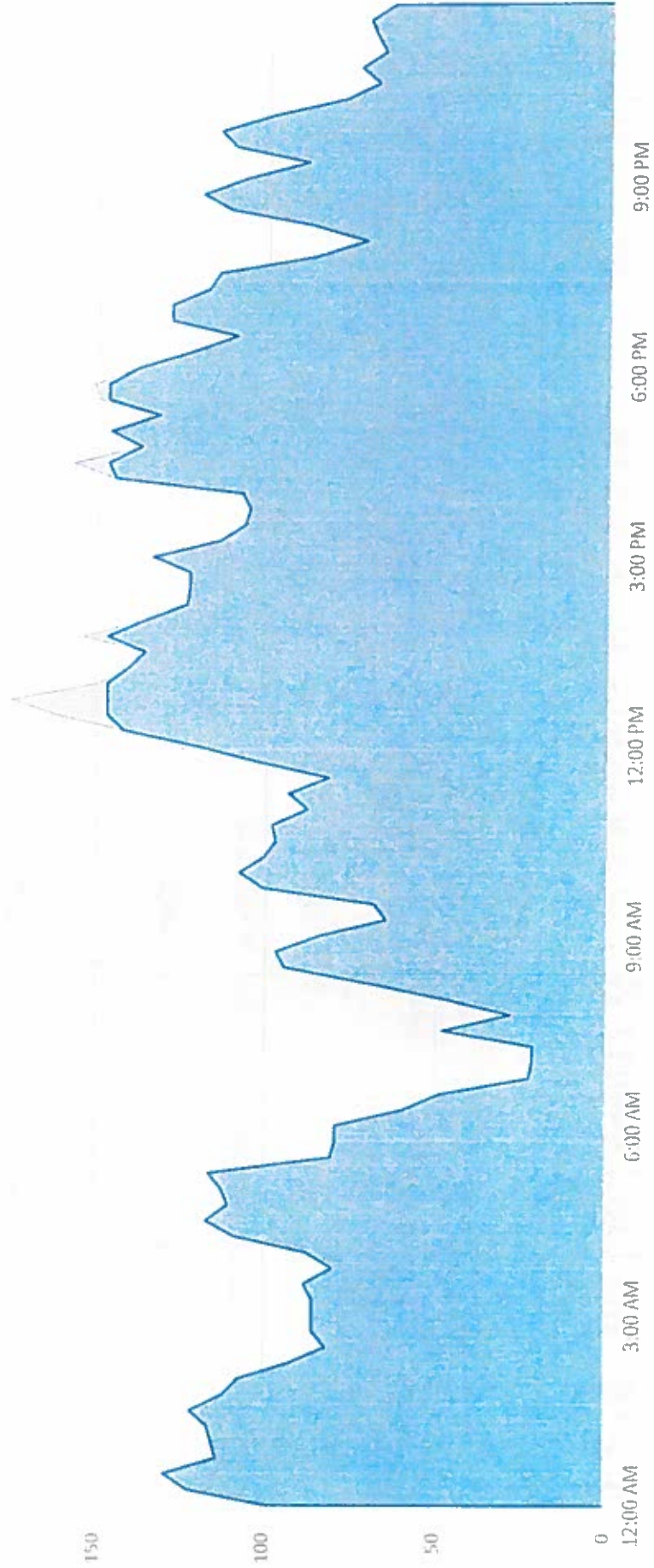





# City of Rio Dell 79.04 kW PV + 4 Zefrs

March 4, 2015

- Peak Demand After Solar: 175 kW
- Demand After 30 kW Gridz: 147 kW (\$29,803 First year savings)





	
<b>OPTION 1:</b>	
Gridz System Size:	30 kW / 60 kWh
Battery Type:	AGM
PV System Size:	81.12 KW
Cost After Incentives:	\$355,216
1 <sup>st</sup> Year Savings:	\$29,803
25 Year Savings:	\$1,273,687
ROI:	9.76 Years

All systems are warrantied for 25 years by JLM and backed by warranty insurance.



## Gridz-30-60-O-AGM-DS-S Purchase Cash Flow



# Gridz

Year	Energy Savings	Extended Warranty	SGIP	Annual Cash Flow	Total Cash Flow
1	\$7,572	\$0	\$43,283	(\$95,457)	(\$95,457)
2	\$7,911	\$0		\$50,855	(\$44,602)
3	\$8,265	\$0		\$7,911	(\$36,692)
4	\$8,634	\$0		\$8,265	(\$28,427)
5	\$9,021	\$0		\$8,634	(\$19,793)
6	\$9,424	\$0		\$9,021	(\$10,772)
7	\$9,846	\$0		\$9,424	(\$1,347)
8	\$10,287	\$0		\$9,846	\$8,499
9	\$10,747	\$0		\$10,287	\$18,786
10	\$11,228	\$0		\$10,747	\$29,533
11	\$11,731	(\$1,613)		\$11,228	\$40,761
12	\$12,255	(\$1,661)		\$10,118	\$50,879
13	\$12,804	(\$1,711)		\$10,594	\$61,473
14	\$13,377	(\$1,762)		\$11,093	\$72,566
15	\$13,976	(\$1,815)		\$11,615	\$84,181
16	\$14,601	(\$1,870)		\$12,160	\$96,341
17	\$15,254	(\$1,926)		\$12,731	\$109,072
18	\$15,937	(\$1,983)		\$13,329	\$122,401
19	\$16,650	(\$2,043)		\$13,954	\$136,355
20	\$17,395	(\$2,104)		\$14,607	\$150,962
21	\$18,174	(\$2,167)		\$15,291	\$166,253
22	\$18,987	(\$2,232)		\$16,006	\$182,259
23	\$19,837	(\$2,299)		\$16,755	\$199,014
24	\$20,724	(\$2,368)		\$17,537	\$216,551
25	\$21,652	(\$2,439)		\$18,356	\$234,907
				\$19,212	\$254,119

# Gridz-30-60-O-AGM-DS-S Financing Cash Flow



# Gridz

Year	Energy Savings	Extended Warranty	JLM Payments	Gridz Payments	Annual Cash Flow	Total Cash Flow
1	\$7,572	\$0	\$4,860	(\$12,432)	\$0	\$0
2	\$7,911	\$0		(\$6,323)	\$1,587	\$1,587
3	\$8,265	\$0		(\$6,323)	\$1,941	\$3,529
4	\$8,634	\$0		(\$6,323)	\$2,311	\$5,839
5	\$9,021	\$0		(\$6,323)	\$2,697	\$8,537
6	\$9,424	\$0		(\$6,323)	\$3,101	\$11,638
7	\$9,846	\$0		(\$6,323)	\$3,523	\$15,161
8	\$10,287	\$0		(\$6,323)	\$3,963	\$19,124
9	\$10,747	\$0		(\$6,323)	\$4,424	\$23,548
10	\$11,228	\$0		(\$6,323)	\$4,905	\$28,453
11	\$11,731	(\$1,613)			\$10,118	\$38,570
12	\$12,255	(\$1,661)			\$10,594	\$49,165
13	\$12,804	(\$1,711)			\$11,093	\$60,258
14	\$13,377	(\$1,762)			\$11,615	\$71,872
15	\$13,976	(\$1,815)			\$12,160	\$84,033
16	\$14,601	(\$1,870)			\$12,731	\$96,764
17	\$15,254	(\$1,926)			\$13,329	\$110,093
18	\$15,937	(\$1,983)			\$13,954	\$124,046
19	\$16,650	(\$2,043)			\$14,607	\$138,654
20	\$17,395	(\$2,104)			\$15,291	\$153,945
21	\$18,174	(\$2,167)			\$16,006	\$169,951
22	\$18,987	(\$2,232)			\$16,755	\$186,705
23	\$19,837	(\$2,299)			\$17,537	\$204,243
24	\$20,724	(\$2,368)			\$18,356	\$222,599
25	\$21,652	(\$2,439)			\$19,212	\$241,811

## Gridz-30-60-O-AGM-DS-S, 7 Zefrs, 81.12 kW PV Purchase Cash Flow



Gridz

Year	Energy Savings	Extended Warranty	SGIP	Annual Cash Flow	Total Cash Flow
1	\$29,803	\$0	\$43,283	(\$398,499)	(\$398,499)
2	\$31,137	\$0		\$73,087	(\$325,413)
3	\$32,530	\$0		\$31,137	(\$294,276)
4	\$33,986	\$0		\$32,530	(\$261,745)
5	\$35,507	\$0		\$33,986	(\$227,759)
6	\$37,096	\$0		\$35,507	(\$192,252)
7	\$38,756	\$0		\$37,096	(\$155,156)
8	\$40,490	\$0		\$38,756	(\$116,400)
9	\$42,302	\$0		\$40,490	(\$75,909)
10	\$44,195	\$0		\$42,302	(\$33,607)
11	\$46,173	(\$2,688)		\$44,195	\$10,588
12	\$48,239	(\$2,768)		\$43,485	\$54,074
13	\$50,398	(\$2,852)		\$45,471	\$99,545
14	\$52,653	(\$2,937)		\$47,547	\$147,091
15	\$55,010	(\$3,025)		\$49,716	\$196,808
16	\$57,471	(\$3,116)		\$51,984	\$248,792
17	\$60,043	(\$3,209)		\$54,355	\$303,148
18	\$62,730	(\$3,306)		\$56,834	\$359,981
19	\$65,537	(\$3,405)		\$59,424	\$419,406
20	\$68,470	(\$3,507)		\$62,132	\$481,538
21	\$71,534	(\$3,612)		\$64,963	\$546,501
22	\$74,735	(\$3,721)		\$67,922	\$614,423
23	\$78,080	(\$3,832)		\$71,015	\$685,438
24	\$81,574	(\$3,947)		\$74,247	\$759,686
25	\$85,224	(\$4,066)		\$77,627	\$837,312
				\$81,159	\$918,471

# Gridz-30-60-O-AGM-DS-S, 7 Zefrs, 81.12 kW PV Financing Cash Flow



# Gridz

Year	Energy Savings	Extended Warranty	Gridz Payments	Annual Cash Flow	Total Cash Flow
1	\$29,803	\$0	(\$51,897)	(\$22,094)	\$0
2	\$31,137	\$0	(\$45,789)	(\$14,652)	(\$22,094)
3	\$32,530	\$0	(\$45,789)	(\$13,259)	(\$36,746)
4	\$33,986	\$0	(\$45,789)	(\$11,803)	(\$50,004)
5	\$35,507	\$0	(\$45,789)	(\$10,282)	(\$61,807)
6	\$37,096	\$0	(\$45,789)	(\$8,693)	(\$72,089)
7	\$38,756	\$0	(\$45,789)	(\$7,033)	(\$80,782)
8	\$40,490	\$0	(\$45,789)	(\$5,299)	(\$87,815)
9	\$42,302	\$0	(\$45,789)	(\$3,487)	(\$93,114)
10	\$44,195	\$0	(\$45,789)	(\$1,594)	(\$96,600)
11	\$46,173	(\$2,688)		\$43,485	(\$98,194)
12	\$48,239	(\$2,768)		\$45,471	(\$54,709)
13	\$50,398	(\$2,852)		\$47,547	(\$9,238)
14	\$52,653	(\$2,937)		\$49,716	\$38,309
15	\$55,010	(\$3,025)		\$51,984	\$88,025
16	\$57,471	(\$3,116)		\$54,355	\$140,010
17	\$60,043	(\$3,209)		\$56,834	\$194,365
18	\$62,730	(\$3,306)		\$59,424	\$251,199
19	\$65,537	(\$3,405)		\$62,132	\$310,623
20	\$68,470	(\$3,507)		\$64,963	\$372,756
21	\$71,534	(\$3,612)		\$67,922	\$437,719
22	\$74,735	(\$3,721)		\$71,015	\$505,641
23	\$78,080	(\$3,832)		\$74,247	\$576,655
24	\$81,574	(\$3,947)		\$77,627	\$650,903
25	\$85,224	(\$4,066)		\$81,159	\$728,530
					\$809,688

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



November 3, 2015

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager *3*  
SUBJECT: Presentation from Food for People

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

Representatives from Food for People have been invited to give a short talk on services provided in Rio Dell.

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*675 Wildwood Avenue  
Rio Dell, CA 95562*



**TO:** Mayor and Members of the City Council

**FROM:** Karen Dunham, City Clerk

**THROUGH:** Kyle Knopp, City Manager

**DATE:** November 3, 2015

**SUBJECT:** **Unmet Transit Needs Public Hearing**

#### **RECOMMENDATION**

Open public hearing and receive input on any unmet transit needs in the community. Close the public hearing and make a motion to direct staff to send a letter to Humboldt County Association of Governments (HCAOG) relaying the comments made during the public hearing regarding unmet transit needs.

#### **BACKGROUND AND DISCUSSION**

Each year the Humboldt County Association of Governments (HCAOG), as the Regional Transportation Planning Agency (RTPA) conducts a citizen participation process to assess unmet transit needs within Humboldt County. This annual "unmet transit needs" process helps HCAOG properly apply funds provided by the Transportation Development Act. HCAOG will hold a public hearing for community members to express any unmet needs they have for specific public transit and paratransit service.

In addition to the County unmet transit needs hearing, HCAOG recommends each entity conduct a separate hearing to receive comments specific to their jurisdiction. Any public comments made at the local meeting will be sent to HCAOG and included in the Unmet Transit Needs Report of Findings.

Provided there are no unmet transit needs identified, all of the funds will be allocated for street improvements.



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Rio Dell City Council will hold a Public Hearing on **Tuesday, November 3, 2015 at 6:30 p.m.** or soon thereafter, in the City Hall Council Chambers at Rio Dell City Hall, 675 Wildwood Avenue, Rio Dell, California.

**THE PURPOSE OF THE PUBLIC HEARING WILL BE TO DISUCSS:**

### **1) UNMET TRANSIT NEEDS**

The Public Hearing will give citizens the opportunity to make their comments known. If you are unable to attend the Public Hearing, you may direct your written comments to the City Clerk, City of Rio Dell, 675 Wildwood Avenue, Rio Dell, CA 95562 or you may call City Hall staff at (707) 764-3532.

All members of the community are encouraged to attend.

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Karen Dunham, CMC  
City Clerk  
Posted 10-15-15

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**Karen Dunham**

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**From:** Richard Yeider <richard.yeider@hcaog.net>  
**Sent:** Friday, October 16, 2015 12:18 PM  
**To:** General Info  
**Subject:** PSA - Unmet Transit Needs (UTN) Public Hearings

# PSA

## UNMET TRANSIT NEEDS PUBLIC HEARINGS

City of Arcata	Nov 18, 2015	6:00 p.m. City Hall
City of Blue Lake	Nov 10, 2015	7:00 p.m. City Hall
City of Eureka	Nov 3, 2015	6:00 p.m. City Hall
City of Ferndale	Nov 19, 2015	7:00 p.m. City Hall
City of Fortuna	Nov 16, 2015	6:00 p.m. City Hall
City of Rio Dell	Nov 3, 2015	6:30 p.m. City Hall
City of Trinidad	Nov 10, 2015	6:00 p.m. City Hall
McKinleyville Municipal Advisory Committee (MMAC)	Oct 28, 2015	6:00 p.m. Azalea Conference Center
County of Humboldt	Nov 10, 2015	1:30 p.m. Supervisors' Chambers
HCAOG	Nov 19, 2015	4:00 p.m. Eureka Council Chambers

The Humboldt County Association of Governments (HCAOG) and its member entities will conduct Public Hearings to solicit transit needs input for the seven cities, and the unincorporated area of Humboldt County.

For those unable to attend, comments may be submitted to

HCAOG by December 15, 2015.



For more information contact:

HCAOG, 611 I Street, Suite B, Eureka, CA 95501

(707) 444-8208 or [debra.dees@hcaog.net](mailto:debra.dees@hcaog.net)

[www.hcaog.net](http://www.hcaog.net)

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
November 3, 2015**

**TO:** Mayor and Members of the City Council

**THROUGH:** Kyle Knopp, City Manager

**FROM:** Brooke Woodcox, Finance Director *BW*

**DATE:** November 3, 2015

**SUBJECT:** Rio Dell/Scotia Chamber of Commerce TOT Revenue Contributions

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**RECOMMENDATION**

1. Receive staff's report regarding Information on the City's contributions to the Rio Dell/Scotia Chamber of Commerce
2. Open up for discussion
3. Provide staff further direction on contributions of Transient Occupancy Tax (TOT) to the Chamber of Commerce

**BUDGETARY IMPACT**

The TOT tax is a General Fund revenue. The budgetary impact to the General Fund is dependent on Council action

**BACKGROUND AND DISCUSSION**

At the last regularly scheduled Council meeting on October 20, 2015 Nick Angeloff, Rio Dell/Scotia Chamber of Commerce President, asked for Council's consideration of contributing a percentage of TOT revenue to assist the Chamber in carrying out normal business activities. In the past the City has provided contributions to the Chamber for an overall amount totaling \$8,266.93 from 2006 to present. The City's total TOT annual revenue averages \$11,000.

Beginning in 2006 the City provided the Chamber an annual contribution of \$500. Then in 2008 the amount was increased to 10% of annual TOT revenues. In 2009 this amount totaled \$1,351. In 2010 Council agreed to continue to provide contributions of TOT revenue with the stipulation that the Chamber of Commerce provide financial/treasurer reports. The Chamber withdrew the request and the City discontinued further payments.

In July 2013 the Chamber requested a 25% cash match contribution for a Headwaters Grant. The City Council approved \$6,250 to fulfill this request.

#### **ATTACHMENTS**

- A) Timeline of Chamber of Commerce Contributions
- B) Minutes: 12/20/05 Approval of \$500 annual contribution
- C) Minutes: 06/22/10 Recommendation of activity review prior to TOT contribution
- D) Minutes: 11/02/10 Motion made for continuance of quarterly payments
- E) Minutes: 06/18/13 In-kind grant contribution request
- F) Minutes: 07/02/13 Council approves In-kind contribution

Timeline of Chamber Contributions

- |               |   |  |
|---------------|---|--|
| January, 2006 | - | \$500.00 annual contribution from TOT for 2006   |
| 2008          | - | 10% of TOT revenue on quarterly basis (until 2010)<br>City Council agreed to contribution of 10% for 1 <sup>st</sup><br>quarter of FY 2010-2011 then review activity |
| November 2010 | - | Council agreed to resume 10% contribution<br>contingent upon Chamber providing financial/<br>treasurer reports. Jim Rich (President) withdrew<br>request             |
| July, 2013    | - | Council approved \$6,250 contribution for a 25%<br>cash match for Headwaters Grant   |

Total contributions from 2006 to present - \$8,266.93

**DECEMBER 20, 2005 MINUTES**  
**Page 2**

Interim City Manager Parrish stated this project was also proceeding on schedule with a projected completion date of mid-summer.

Motion was made by Dunker/Marks to approve Pay Request No. 4 to Granite Construction in the amount of \$50,259.96 for the Water Infrastructure Rehabilitation Project. Motion carried 4-0.

Approve Water Bill Claim Adjustment for Jim Viegas at 202 Dixie St. in the Amount of \$223.50  
Interim City Manager Parrish reviewed the reasons for the requested adjustment and stated the excessive use was the result of an undetected main water line break between the water meter and the residence. The customer had H & M Plumbing replace the sewer line and repair the water main line break at the same time. The request was a 50% adjustment of the difference between the historical average use and the water bill of \$487.00.

Motion was made by Woodall/Dunker to approve the water bill claim adjustment for Jim Viegas at 202 Dixie St. in the amount of \$223.50. Motion carried 4-0.

Approve Annual Contribution of \$500.00 to Rio Dell/Scotia Chamber of Commerce

Interim City Manager Parrish stated it was typical of cities to give a portion of its annual Transient Occupancy Tax (TOT) to their Chamber of Commerce. At the request of Councilmember Woodall, the matter was before the Council to consider an annual contribution of \$500.00 to the Chamber of Commerce.

Councilmember Woodall stated that she felt it was important to support the efforts of the Chamber and said when they benefit so does the City.

Motion was made by Woodall/Marks to approve the annual contribution of \$500.00 to the Rio Dell/Scotia Chamber of Commerce.

Accounting Supervisor Elton stated subsequent Council action should be required on an annual basis; Council concurred.

Motion carried 4-0.

Public Hearing – Consider Conditional Use Permit from Mike Ward (The Automotive Workshop) at 23 Center St.

This item was postponed until January 17, 2006 to allow for required noticing.

**PUBLIC PRESENTATIONS**

**Sharon Wolff**, 3 Painter St. stated she had received an official copy of the City's response to the Grand Jury complaint and wished to respond to some of the points. She commented that Item #5 said that citizens who have complaints can contact City Council members or the City Manager at

**JUNE 22, 2010 MINUTES**

**Page 5**

City Manager Henrickson commented that it was brought to his attention that the Chamber of Commerce was not going to be involved in Wildwood Days activities this year which brought up the question of appropriateness of the City's contributions to the Chamber from Transient Occupancy Tax revenue. His recommendation was that the City leaves that expense in the budget, makes the first quarter contribution, then reviews the activity before making any further contributions.

Mayor asked what the amount was that was paid to the Chamber; Beauchaine said approximately \$1,200 was paid to the Chamber annually or 10% of the annual transient occupancy tax revenue received.

City Council concurred with staff's recommendation.

City Manager Henrickson stated in regard to the Salary Classification Study, CPS Human Resources Services was asked to focus on the Director of Public Works/Civil Engineer position first so the position could be advertised. The results of that study found that the proposed salary for the position by the City of \$68,000 was far too low with their median salary projection of \$93,879. With the bottom of the scale at \$76,333, he suggested the salary be increased to \$78,000 with the use of Reserve Funds. He noted the salary structure at the management level was approximately 25% lower than average and because of the lean level of staffing, some employees were expected to do 1 ½ times the work.

City Manager Henrickson further stated that approximately \$732,000 was paid out last year for engineering services and the inclusion of that position would reduce engineering expenses enough to pay a good share of that salary.

If the Council is in agreement, he suggested direction be given to staff to adjust the draft budget to include the proposed increase in the salary for the Director of Public Works/Civil Engineer position to \$78,000.

City Manager Henrickson pointed out that in his opinion Winzler & Kelly has served this community very well and he did not plan on severing that relationship. Additionally, he said the City Manager as well as the Finance Director needs back-up to be able to achieve the goals of the City Council.

Lastly, he told the Council that they should do whatever possible to retain qualified employees, pointing out that it is very costly to replace personnel.

Councilmember Marks asked if the City would lose the capability of obtaining grants; City Manager Henrickson stated we would not but we would have a greater role in project management. He indicated the City would be sending out Requests for Proposals for contract engineering simply because it has been a number of years since it was last done.

**NOVEMBER 2, 2010 MINUTES**  
**Page 7**

answer questions. He then provided some background information about the Chamber and plans for upcoming fund raisers and events. Also presented was a written Treasurers Report for the month of September.

Discussion continued regarding the quarterly contribution of TOT revenue to the Chamber. Finance Director Beauchaine reported historically the City has contributed 10% of the TOT revenue which amounts to approximately \$1,200 - \$1,600 annually.

Councilmember Thompson said one thing the Chamber has trouble accomplishing is attracting people into town and one idea was to put up a sign to say "Scenic Route to Ferndale" but that never happened. He suggested businesses be encouraged to provide more support to the Chamber and said he would like to see a treasurer's report continue to come before the City Council.

Mayor Woodall said she seemed to recall that contributions were only made to the Chamber if Transient Occupancy Taxes exceeded a certain amount.

Karen Bartleson stated that any contribution would be appreciated and that the chamber needs money to have fund raisers. She said the Chamber course has been off for some time but there are people now who can get it back on track. The monthly newsletter is a positive thing which they plan to continue.

Councilmember Marks said the City Council can basically make a decision to continue quarterly contributions; discontinue quarterly contributions; or make contributions for particular projects or events.

Councilmember Dunker suggested the Chamber Treasurer e-mail monthly treasurer reports to the City Manager.

Councilmember Barsanti stated he didn't see why the City needs to see the reports at all.

Councilmember Dunker reviewed the regular activities of the Chamber which included such things as Ribbon Cutting Ceremonies; Chamber Mixers; Annual Awards Banquet recognizing a Business and Individual of the Year; Wildwood Days Parade; Wildwood Days Duck Race; Rio Dell-Scotia Newsletter; and the Annual Halloween Event.

Motion was made by Marks/Thompson to direct staff to continue quarterly contributions to the Rio Dell Scotia Chamber of Commerce comprised of 10% of the Transient Occupancy Taxes received. Motion carried 4-1; 1 abstain (Councilmember Dunker).

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

Approve Letter of Support for Release of Discretionary Water into the Eel River



**JUNE 18, 2013 MINUTES**

**Page 5**

City Manager Stretch reported 2 additional items not included on the list: 1) a reduction in the police department equipment line item due to the Chief of Police securing a Homeland Security Grant in the amount of \$1,050; and 2) an adjustment to Recycling since the \$5,000 grant application was not submitted by the March, 2013 deadline. He said he sent an e-mail to the State to see if there is a way to recapture that money but was not very optimistic.

City Manager Stretch referred to the Position Allocation Table which reflects 17.75 positions; the same as the prior fiscal year.

Mayor Thompson opened the public hearing to receive public comment on the final budget adjustments and the proposed 2013-2014 Rio Dell City Budget.

**Nick Angeloff** addressed the Council as a representative of the Rio Dell-Scotia Chamber of Commerce and said he submitted a request to the City for an in-kind grant contribution. He said the Chamber was successful in securing a Headwaters Grant but did not expect to have a 100% cash match requirement. He said the request is for an in-kind contribution from the City of \$6,250; 25% of the required cash match. He said the business incubator program is moving along and this funding will allow the Chamber to further those efforts. He said that new businesses are coming into the downtown which benefits the City. He thanked the City Manager for putting the request in the draft budget as a consideration.

Councilmember Johnson asked Mr. Angeloff if he sees the business incubator program being self-sustaining in the future or if they would be looking for grants and future contributions. Mr. Angeloff said they will be pursuing future grant opportunities but do not foresee the need for future contributions. However, they would like to see the Chamber receiving a portion of the City's Transient Occupancy Tax (T.O.T.) at some point.

Mr. Angeloff said without the City's contribution it will be extremely difficult to come up with the cash match and show the community support that the Headwaters Fund is requiring.

Councilmember Woodall asked what the City's contribution to the Chamber was in the past. Finance Director Beauchaine said at one point the City allocated 10% of the local T.O.T. equating to approximately \$1,200/year. She commented that the Chamber came back to the City a couple of years ago asking for a contribution and when the City asked them to provide financial documentation, Jim Rich withdrew the request on behalf of the Chamber.

City Manager Stretch said funds can be allocated to the Chamber on an annual basis from the General Fund but the City can't promise a portion of the T.O.T.

Councilmember Wilson said he would like to see the City do something to promote business and is in support of the request.



**JUNE 18, 2013 MINUTES**

**Page 6**

City Manager Stretch commented that should the Chamber fail to get the 100% in-kind match of \$24,725 and the City allocates the requested \$6,250 contribution, they should not be allowed to use those funds for other purposes as Mr. Angeloff indicated they would.

Gary Chapman, 921 Hilda Ct., stated that he supports the efforts of the Chamber of Commerce and said both the Cities of Fortuna and Eureka, by voter approval, contribute T.O.T. funds to their respective Chamber of Commerce organizations.

Carol Theuriet urged the Council to support the Chamber by approving the contribution and said there are several people working diligently to promote business in the City.

Adam Dias thanked the City Council and the City Manager for consideration of the contribution. He said the Chamber representatives worked very hard to get the grant and they were all shocked to see the in-kind contribution changed. He noted that he came to the City Council a couple of years ago and shared his ideas for promoting business. He said with the establishment of the Eagle Prairie Arts District, we now have a County recognized art walk. He commented that 5 of the vacant buildings downtown are now occupied and with the Headwater Grant funding and other local contributions, he has no doubt the remaining vacant buildings will be occupied with new businesses.

City Manager Stretch said if the Council is agreeable, they can ask the Chamber to come back to the Council with a program on how the funds will be used. Mr. Angeloff concurred to come back with a line item budget for the \$50,000 and assured the Council the funds will help to keep the business incubator on track.

Gary Chapman said he likes the City Manager's suggestion to basically retain the funds until such time the Chamber is able to secure the remaining public match.

Councilmember Marks agreed and said she likes the idea of supporting the Chamber but she would like to see what was proposed in the Headwaters Grant application. She commented that that \$50,000 does more than pay for a part-time employee.

Mr. Angeloff said he will provide a copy of the grant application and explained a business incubator generally has several businesses in 1 building whereas their program moves the incubator from building to building. In the meantime, the businesses will split the overhead costs of the building such as staff, rent and utilities. He said in the future when the revenue exceeds the overhead costs, the plan is to move on to promoting industrial sites.

Adam Dias commented that a part-time Chamber employee has a lot of other duties beyond just providing staff support for the incubator program.

Mayor Thompson reviewed the consensus is to allocate the 25% in-kind contribution of \$6,250 to the Chamber only if they are successful in securing the remaining 75% through public support.

**JUNE 18, 2013 MINUTES**

**Page 7**

Also, it was agreed that the Chamber of Commerce come back to the Council with a presentation and plan at the July 2, 2013 regular meeting.

City Manager Stretch stated with Council's direction, he will prepare a staff recommendation and bring it back to the Council for formal approval. Council concurred.

City Manager Stretch said with regard to other contributions, the City contributed \$50.00/month to the Fire District for the past 2 years for maintenance of the restrooms at Fireman's Park. Although they did not submit a request for continued support, he gave them the opportunity to come to this meeting and address the City Council should they wish to do so. He said since they are not present, apparently they are in agreement to terminate the contract.

City Manager Stretch commented that the City receives recycling money and since Fireman's Park has recycled playground equipment the City may be able to help the Fire District at a much greater extent.

Councilmember Wilson said in talking with the Fire Chief he learned that although they do receive money from assessments the fire district is still underfunded. He said the City should do what they can to help offset their expenses.

Motion was made by Wilson/Woodall to direct staff to make the recommended adjustments to the Proposed Budget and schedule a Special meeting for June 25, 2013 for approval of the Resolution adopting the Final Budget for fiscal year 2013-14. Motion carried 5-0.

Councilmembers Marks and Johnson announced they will be out of town and unable to attend the Special meeting on June 25<sup>th</sup>.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 6:52 p.m. to the June 18, 2013 regular meeting.

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Jack Thompson, Mayor

Attest:

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Karen Dunham, City Clerk

**JULY 2, 2013 MINUTES****Page 4**

Councilmember Marks asked if the additional expenditures are approved, if they will be rolled into the 30 year loan. Finance Director Beauchaine confirmed they would be and said with Council approval she could move the extra amount from the debt service account to Capital to accommodate some of the items.

Finance Director Beauchaine said in the beginning there was a bare bones budget for the project leaving out many very essential items such as demolition of the old tanks at \$200,000. She said she anticipates a punch list coming before the Council for approval sometime in August after all the permits are approved for drilling under the river.

Councilmember Johnson asked when we anticipate a decision on the permit from the State Lands Commission. Finance Director Beauchaine said the City should have the permit by the end of August noting that information received from their office has been very positive. .

Motion was made by Johnson/Woodall to direct the City Manager to authorize the purchase of Capital Equipment for the Wastewater Treatment Plant including an additional \$200.00 for upgrade of the pressure washer as discussed. Motion carried 5-0.

**Conditionally Approve the \$6,250 Contribution to the Rio Dell/Scotia Chamber of Commerce as Set Forth in the Full Plan Submitted by the Chamber**

City Manager Stretch provided a staff report and said this item relates to a cash contribution to the Rio Dell/Scotia Chamber of Commerce for 25% of the cash match required of them in order to receive a \$25,000 grant from the Headwaters Fund for the Business Incubator. He said the request came forward during the budget approval process and the Council tentatively approved a \$6,250 contribution pending a full presentation and approval of the program. He recommended the Council condition the receipt of the contribution based on the following 5 conditions:

- The contribution is conditioned on the Chamber receiving the \$25,000 grant from the Headwaters Fund for the Rio Dell Business Incubator Project in 2013-14, wherein a 100% cash match is required;
- The contribution of \$6,250 from the City to the Chamber is a project specific one-time only contribution for 2013-14;
- The contribution is to be used as set forth in the full plan submitted by the Chamber and approved by the City Council for on the Business Incubator Project in Rio Dell;
- Funds will be disbursed from the City to the Chamber in 2 equal installments, and only after the Chamber has provided written evidence to the satisfaction of the City Manager that other parties have promised, and have the ability to deliver, the balance of the cash match (\$18,750) during the 2013-14 fiscal year; and
- The Chamber shall quarterly provide to the City Manager a detailed report of expenditures for the program and at the end of the fiscal year (June 30, 2014) the Chamber shall promptly return to the City monies provided by the City that are unspent.

**JULY 2, 2013 MINUTES**

**Page 5**

Nick Angeloff thanked the City Council on behalf of the Chamber of Commerce for supporting their efforts. He said they also submitted a grant application for a like amount to the Humboldt Area Foundation and were negotiating with other funding sources.

Motion was made by Wilson/Marks to approve the contribution of \$6,250 to the Rio Dell/Scotia Chamber of Commerce as conditioned. Motion carried 5-0.

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Public Hearing/Second Reading (by title only) and Adoption of Ordinance No. 303-2013 Repealing the Current Nuisance Regulations Chapter 8.10 of the Rio Dell Municipal Code and Adopting New Nuisance Regulations

Chief of Police Hill provided a staff report and stated the ordinance is now being presented for its' second reading and adoption. He noted that there were no changes or revisions to the ordinance since the introduction and first reading which took place at the June 18, 2013 regular meeting.

Councilmember Wilson asked where the City limits ended on the river bar and if the Nuisance Ordinance would be effective for regulating dumping on the river bar. Chief Hill said the City limits go to the middle of the river and that the ordinance could be used for enforcement but that there is also a separate penal code section that applies.

Councilmember Marks asked where the State Department of Fish & Games fits in regarding illegal dumping on the river bar. Chief Hill stated they are very limited on the level of enforcement and that their primary scope is to deal with Fish & Game violations. He noted that his department can write Fish & Game violations although they usually need assistance from that agency.

Councilmember Woodall asked if the police department has access to patrol the area of the river bar behind the residences on Riverside Dr. Chief Hill stated at one time they did access that area on the Rhino but complaints were received by some of the residents. He noted that at least once a day an officer is down at the end of Edwards Dr.

Councilmember Woodall asked if there is a provision in the Ordinance regarding repeat offenders. Chief Hill said there is a provision that basically speeds up the process for repeat offenders. He said with Council direction, the fines could perhaps be increased for repeat offenders under the fee resolution.

Councilmember Johnson asked if the appeals hearings are open to the public and potentially be videotaped. Chief Hill stated the appeals hearings are open to the public.


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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



For Meeting of: November 3, 2015

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: October 22, 2015

Subject: Text Amendment Revising the Planning Commission's Regularly Scheduled Meeting of Each Month, Section 2.60.030(4) of the Rio Dell Municipal Code

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**Recommendation:**

That the City Council:

1. Receive staff's report regarding the proposed text amendment;
2. Open the public hearing, receive public input, and deliberate; and
3. Introduce Ordinance No. 339-2015 amending Section 2.60.030(4) of the Rio Dell Municipal Code (RDMC) changing the Planning Commission's monthly regular meeting from the fourth Thursday of the month to the fourth Tuesday of the month and continue consideration, approval and adoption of the proposed Ordinance to your meeting of November 17, 2015 for the second reading and adoption; or

**Background/Summary**

Staff informed the Planning Commissioner's at their meeting of September 24, 2015, that Julie Woodall was considering making application for the vacant Planning Commission position. However, due to her work schedule she would not be able to attend Thursday night meetings. The Planning Commission considered and discussed changing the regular monthly meeting date

to accommodate Julie Woodall, should she be appointed to the vacant Planning Commission position. The Planning Commission had no objection to changing the meeting date to accommodate Mrs. Woodall.

Mrs. Woodall was appointed to the Planning Commission by your Council at your meeting of October 20<sup>th</sup>.

Below is a copy of the current language of the Rio Dell Municipal Code (RDMC), Section 2.60.0030(4):

*The Commission shall hold at least one regular meeting each month. The regular meeting of the Planning Commission shall be held at 6:30 p.m. on the fourth **Thursday** of the month and, in the event that the fourth **Thursday** falls on a legal holiday, the meeting shall be held the following **Thursday** at the same hour. Location shall be in the Rio Dell City Hall Council Chambers at 675 Wildwood Avenue.*

Should the Council decide to approve the Planning Commission's recommendation to move the regularly scheduled meeting to the fourth Tuesday of the month, staff and the Planning Commission recommends that Section 2.60.030(4) be further amended. The current language requires that if the meeting date falls on a legal holiday, the meeting shall be held the following Thursday at the same hour. The reason the current language requires that if the meeting date falls on a legal holiday, the meeting shall be held the following Thursday at the same hour is because both the Commission and staff did not want to meet on a Friday. Therefore, should the Council decide to approve the Planning Commission's recommendation, staff recommends the following language:

*The Commission shall hold at least one regular meeting each month. The regular meeting of the Planning Commission shall be held at 6:30 p.m. on the fourth ~~Thursday~~ **Tuesday** of the month and, in the event that the fourth ~~Thursday~~ **Tuesday** falls on a legal holiday, the meeting shall be held the following ~~Thursday~~ **day** at the same hour. Location shall be in the Rio Dell City Hall Council Chambers at 675 Wildwood Avenue.*

## Alternatives

The City Council may choose to not change the meeting date of the Planning Commission.

## Financial Impact

The City is responsible for the costs associated with the proposed amendment. The cost is insignificant and will not result in additional budget expenditures or revisions.

## **Attachments**

1. **Draft Ordinance No. 339-2015 amending Section 2.60.030(4) of the Rio Dell Municipal Code (RDMC) changing the Planning Commission's monthly regular meeting from the fourth Thursday of the month to the fourth Tuesday of the month.**



**ORDINANCE NO. 339-2015**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING SECTION 2.60.030(4) OF THE RIO DELL MUNICIPAL CODE (RDMC) CHANGING  
THE PLANNING COMMISSION'S MONTHLY REGULAR MEETING FROM THE FOURTH  
THURSDAY OF THE MONTH TO THE FOURTH TUESDAY OF THE MONTH**

**THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:**

**WHEREAS** staff informed the Planning Commissioner's at their meeting of September 24, 2015, that Julie Woodall was considering making application for the vacant Planning Commission position; and

**WHEREAS** the Planning Commission currently meets the fourth Thursday of the month; and

**WHEREAS** due to Mrs. Woodall's work schedule she would not be able to attend Thursday night meetings; and

**WHEREAS** the Planning Commission considered and discussed changing the regular monthly meeting date to accommodate Mrs. Woodall, should she be appointed to the vacant Planning Commission position; and

**WHEREAS** the Planning Commission had no objection to changing the meeting date to accommodate Mrs. Woodall; and

**WHEREAS** Mrs. Woodall was appointed to the Planning Commission by the City Council at the meeting of October 20<sup>th</sup>, 2015; and

**WHEREAS** should the Council decide to approve the Planning Commission's recommendation to move the regularly scheduled meeting to the fourth Tuesday of the month, staff and the Planning Commission recommends that Section 2.60.030(4) be further amended; and

**WHEREAS** the current language requires that if the meeting date falls on a legal holiday, the meeting shall be held the following Thursday at the same hour; and

WHEREAS if the Council does decide to approve the Planning Commission's recommendation, staff recommends that if the meeting date does fall on a holiday, the meeting rescheduled to the following day (Wednesday).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

**Section 1.** Section 2.60.030(4) of the Rio Dell Municipal Code is hereby amended as follows:

*The Commission shall hold at least one regular meeting each month. The regular meeting of the Planning Commission shall be held at 6:30 p.m. on the fourth ~~Thursday~~ Tuesday of the month and, in the event that the fourth ~~Thursday~~ Tuesday falls on a legal holiday, the meeting shall be held the following ~~Thursday~~ day at the same hour. Location shall be in the Rio Dell City Hall Council Chambers at 675 Wildwood Avenue.*

**Section 2. Severability**

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

**Section 3. Limitation of Actions**

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

**Section 4. Effective Date**

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on November 3, 2015 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the November 20, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Frank Wilson, Mayor

**ATTEST:**

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 339-2015 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the November 17, 2015.

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Karen Dunham, City Clerk, City of Rio Dell

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



**For Meeting of: November 3, 2015**

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: October 22, 2015

Subject: Definitions, Chapter 17.10 of the Rio Dell Municipal Code (RDMC)

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**Recommendation:**

That the City Council:

1. Introduce (first reading) Ordinance No. 340-2015 amending the "Definition" provisions, Chapter 17 of the Rio Dell Municipal Code (RDMC) to amend some existing definitions, include additional definitions and eliminate some definitions; and
2. Open the public hearing, receive public input, close the public hearing and continue consideration, approval and adoption of the proposed Ordinance to your meeting of November 17, 2015 for the second reading, approval and adoption.

**Background and Discussion**

As the Council is aware a number of new or modified use types were identified as part of the recently completed Land Use Matrix. Accordingly, staff and the Planning Commission is recommending that the existing Definitions found in Chapter 17.10 of the Rio Dell Municipal Code (RDMC) be expanded to not only reflect the new or modified use type, but also be expanded to include other definitions of terms commonly used in administering the City's Zoning Regulations, Title 17 of the Rio Dell Municipal Code.

The intent of expanding the definitions is to ensure that the terms found in Title 17 of the RDMC are clearly defined. This is not only a benefit to staff in administering the provisions of the Zoning Ordinance, but also provides clear information to the citizen's, applicants and agents of project proponents within the City. Attachment 1 includes Ordinance No. 340-2015 amending Chapter 17.10, Definitions, of the Rio Dell Municipal Code (RDMC). New definitions are shown

in bold and underlined blue type, existing definitions are shown in black type, and definitions recommended to be eliminated are shown in strikethrough red type.

### **Procedural Requirements.**

Pursuant to Section 17.35.010 of the City of Rio Dell Municipal Code, the following City procedures are required to amend the Ordinance:

- An amendment may be initiated by one or more owners of property affected by the proposed amendment, as set out in Section 17.35.010(3), or by action of the Planning Commission, or the City Council.
- The application of one or more property owners for the initiation of an amendment shall be filed in the office of the City Clerk on a form provided, accompanied by a filing fee.
- Subject only to the rules regarding the placing of matters on the Planning Commission agenda, the matter shall be set for a public hearing.
- Notice of hearing time and place shall be published once in a newspaper of general circulation at least ten calendar days before the hearing or by posting in at least three public places.
- At the public hearing, the Planning Commission shall hear any person affected by the proposed amendment. The hearing may be continued from time to time.
- Within 40 days of the conclusion of the hearing, the Planning Commission shall submit to the City Council a written report of recommendations and reasons therefore.
- Subject only to the rules regarding the placing of matters on its agenda, the City Council, at its next regular meeting following the receipt of such report, shall cause the matter to be set for a public hearing. Notice of the time and place of the hearing shall be given as provided in Section 17.35.010(5), hereof.
- At the public hearing, the City Council shall hear any person affected by the proposed amendment. The hearing may be continued to a specified future date, but shall be concluded within 60 days of the commencement thereof.
- The City Council shall not make any change in the proposed amendment until the proposed change has been referred to the Planning Commission for a report, and the Planning Commission report has been filed with the City Council.

### **Zone Reclassification Required Findings:**

**1. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.**

There are no polices in the General Plan which would prohibit amending and expanding the Definitions in Chapter 17.10 of the Rio Dell Municipal Code.

**2. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).**

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a **significant** effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendments, staff believes there is no evidence to suggest that the amendments will have a **significant** effect on the environment.

**Attachments**

Attachment 1: Ordinance No. 340-2015 amending Chapter 17.10, Definitions, of the Rio Dell Municipal Code (RDMC) to amend some existing definitions, include additional definitions and eliminate some definitions.

**ORDINANCE NO. 340-2015**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING CHAPTER 17.10, "DEFINITIONS" OF THE RIO DELL MUNICIPAL CODE:**

**THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:**

**WHEREAS** a number of new or modified use types were identified as part of the recently completed Land Use Matrix; and

**WHEREAS** staff is recommending that the existing Definitions found in Chapter 17.10 of the Rio Dell Municipal Code (RDMC) be expanded to include the new or modified use types; and

**WHEREAS** staff is also recommending that Chapter 17.10, "Definitions", be expanded to include other definitions of terms commonly used in administering the City's Zoning Regulations, Title 17 of the Rio Dell Municipal Code; and

**WHEREAS** the intent of expanding the definitions is to ensure that the terms found in Title 17 of the RDMC are clearly defined; and

**WHEREAS** the recommended amendments will not benefit staff in administering the provisions of the Zoning Ordinance, but also provides clear information to the citizen's, applicants and agents of project proponents within the City; and

**WHEREAS** the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

**WHEREAS** the City has reviewed and processed the proposed amendment in conformance with Section 17.35.010 of the City of Rio Dell Municipal Code; and

**WHEREAS** the City finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected; and

**WHEREAS** the proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and



NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

Section 1. Chapter 17.10, "Definitions", of the Rio Dell Municipal Code is hereby amended as follows:

## **Chapter 17.10 DEFINITIONS**

### **17.10.010 Definitions.**

Unless the context otherwise requires, the definitions set forth or otherwise provided for in this chapter shall be used in the interpretation and construction of this title. Words used in the present tense include the future; the singular number shall include the plural, and the plural the singular; the word "building" shall include the word "structure," the word "used" shall include "arranged, designed, constructed, altered, converted, rented, leased, or intended to be used," and the word "shall" is mandatory and not directory.

"Abutting" means land having a common property line or separated only by an alley, easement or private street.

"Accessory Horse Keeping" means the keeping and use of horses, llamas, alpacas, and/or ponies, and similar uses, on a parcel where such keeping and use is not the principal use of the parcel. The number of horses is controlled by each zoning district, whereas the term horses shall include horses, mules, and donkeys.

"Accessory Retail" means the retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, industrial, or institutional complex. These uses include pharmacies, gift shops, and food service establishments within hospitals; gift shops, convenience stores and food service establishments within hotel, office, industrial, and institutional complexes. This use category also includes retail associated with commercial and industrial uses for the products sold, distributed or manufactured on site. Such retail area shall not exceed 25 percent of the facility's total square footage.

"Accessory Structure (attached)" means an attached accessory structure which is either entirely enclosed by walls and a solid roof or is partially enclosed with a solid roof that is structurally attached to a primary structure. This classification of accessory structures includes garages, greenhouses, poolhouses, sunrooms, workshops, storage sheds, barns and other agricultural outbuildings, as well as carports, patio covers, gazebos, stables and other agricultural outbuildings with solid roof construction.

"Accessory Structure (detached), Enclosed and/or Solid-Roofed" means a detached accessory structure which is either entirely enclosed by walls and a solid roof or is partially enclosed with a solid roof that is not structurally attached to a primary structure. This classification of accessory structures includes garages, greenhouses, poolhouses, sunrooms, workshops, storage sheds, barns and other agricultural outbuildings, as well as carports, patio covers, gazebos, stables and other agricultural outbuildings with solid roof construction.

**“Accessory Uses” means related uses necessary, or incidental, appropriate and subordinate to the operation and enjoyment of the principal use of the parcel or structure on which such use is authorized by zoning district regulations and as otherwise stated herein. Accessory uses are permanent or long-term in nature, distinct from the temporary use regulations.**

“Addition” means the result of any work that increases the volume of an existing structure or replaces a demolished portion.

“Address of Convenience” means non-residential activities associated with any profession, occupation or hobby, having no employees, receiving no more than one delivery per day at the residence and utilizing a private residence only for receiving mail, phone calls and related record keeping (typically a mobile business). No more than one truck or other motor vehicle no larger than one ton and shall be permitted at the site of the Home Occupation.

“Adult bookstore” means an establishment having as a substantial or significant portion of its stock in trade, books, magazines and other periodicals which are substantially devoted to the depiction of specified sexual activities or specified anatomical areas.

**“Adult Day Care Facility” means a State-licensed facility that provides non-medical care and supervision for more than six adults for periods of less than 24 hours, with no overnight stays.**

**“Adult Day Care Home” means pursuant to definitions of state law, a home which provides supervision and non-medical care to six or fewer adults, including elderly persons, in the provider’s own residence, on a less than 24-hour basis. Homes serving more than six adults are included in “Adult Day Care Facility”.**

“Adult entertainment” is defined as including the terms “adult bookstore,” “adult motion picture theater,” “specified anatomical areas,” and “specified sexual activities,” each of which are defined herein.

“Adult entertainment activity” means any activity which activity is conducted exclusively for the patronage of persons who are 18 years of age or older and from which persons 17 years of age or younger are specifically excluded, with the inclusion of those licensed and regulated by State and Federal agencies but not limited to such businesses as adult bookstores, adult massage parlors, adult motion picture theaters, and adult entertainment in night clubs.

“Adult entertainment in night clubs” means night clubs which feature topless dancers, bottomless dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainment.

“Adult motion picture theater” or “adult motion picture mini-theater” means an enclosed building or portion thereof, used for presenting material in the form of motion picture film, video tape, holographic projection or other similar means which is substantially devoted to the depiction of specified sexual activities or specified anatomical areas for observation by persons therein.

**“Affordable Rent” means monthly housing expenses, including a reasonable allowance for utilities (30% of gross monthly income), for rental Inclusionary Units reserved for Very Low or Low Income Households, not exceeding the following calculations:**

(a) Very Low Income. 50 percent of the area median income for Humboldt County, adjusted for household size, multiplied by 30 percent, and divided by 12;

(b) Low Income. 60 percent of the area median income for Humboldt County, adjusted for household size, multiplied by 30 percent, and divided by 12.

"Affordable Sales Price" means a sales price at which a Low or Moderate Income Household can qualify for the purchase of an Inclusionary Unit, calculated on the basis of underwriting standards of mortgage financing available for the development.

"Agriculture" means the use of land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, apiaries, and animal and poultry husbandry, and secondary accessory uses, but not including commercial stock yards, slaughter houses, hog farms, fertilizer works or plants for the reduction of animal matter.

"Agricultural Products Processing" means the act of changing an agricultural crop, subsequent to its harvest in order to prepare it for market or for further processing.

"Alley" or "lane" means a public or private way less than 40 feet wide affording only secondary means of access to abutting property.

"Alcoholic Beverage Sales" means the retail sale of beer, wine, and/or other alcoholic beverages for on- or off-premise consumption.

"Ambulance Service" means emergency medical care and transportation, including incidental storage and maintenance of vehicles.

"Amphitheater" means an outdoor entertainment venue with a gallery facing the performance area with or without seats for spectators.

"Amusement Arcades" means establishments containing devices commonly known as pinball machines, video games, games of skill of whatever kind or nature, whether electronically activated or not.

"Animal hospital" means a building used for the care and treatment of sick or injured dogs, cats, rabbits, birds and similar small animals.

"Animal Husbandry" means raising and breeding of animals or production of animal products. Typical uses include grazing, ranching, dairy farming, poultry farming, and beekeeping, but excludes slaughterhouses and feedlot operations. This classification includes accessory agricultural buildings accessory to such uses. Animal sales, boarding, and grooming are defined separately under "Animal Sales and Grooming". Keeping of animals is defined separately under "Animal keeping".

"Animal Keeping" means care and maintenance of animals on private property. The listing below provides a distinction between various types of animals related to allowed use provisions in Article III. This classification is distinct from "Animal Husbandry" and "Animal Sales and Grooming."

(a) Domestic Pets. Small animals (no larger than the largest breed of dogs) customarily kept as pets within a dwelling unit. This classification includes dogs, cats, fish, and birds (excluding large tropical birds and poultry).

(b) Exotic Animals. Any wild, dangerous, or venomous animal, not customarily confined or cultivated by man for domestic or commercial purposes, but kept as a pet or for display, including, but not limited to, mammals, fowl, fish or reptiles.

(c) Livestock Animals. All other domestic or domesticated animals other than household pets, including, but not limited to, cattle, sheep, goats, horses, mules, llamas, ostriches, emus, and swine.

(d) Poultry. Domesticated birds (fowl) customarily kept for eggs or meat. This classification includes chickens, roosters, ducks, geese, turkeys, guinea fowl, and Cornish game hens.

"Animal Sales and Grooming" means retail sales of domestic and/or exotic animals, bathing and trimming services conducted entirely within an enclosed building with no outdoor use.

"Antenna" means any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves when such system is either external to or attached to the exterior of a structure, or is portable or movable. Antennas shall include devices having active elements extending in any direction, and directional beam-type arrays having elements carried by and disposed from a generally horizontal boom that may be mounted upon and rotated through a vertical mast or tower interconnecting the boom and antenna support, all of which elements are deemed to be a part of the antenna.

"Antenna, amateur radio" means any antenna which is used for the purpose of transmitting and receiving radio signals in conjunction with an amateur radio station licensed by the Federal Communications Commission.

"Antenna, directional (also known as a "panel" antenna)" means an antenna that transmits and/or receives radio frequency signals in a directional pattern of less than 360 degrees.

"Antenna, building-mounted" means any antenna directly attached or affixed to a building, tank, tower, or other structure. Building-mounted antenna are identified in two distinct categories herein as follows:

(a) Wall-mounted. Attached or affixed to the elevation of the structure.

(b) Roof-mounted. Attached or affixed to the rooftop or top of the structure.

"Antenna, ground-mounted" means any antenna with its base (either single or multiple posts) placed directly on the ground or a mast 12 feet or less in height and six inches in diameter.

"Antenna, parabolic (also known as "satellite dish" antenna)" means any device incorporating a reflective surface that is solid, open mesh, or bar configured that is shallow dish, cone, horn, bowl or cornucopia shaped and is used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern from orbiting satellites or ground transmitters. This definition is meant to include what are commonly referred to as television receive only (TVRO) and satellite microwave antennas.



"Appliance, Furniture and Furnishings Stores" means stores engaged primarily in selling the following products and related services, including incidental repair services; draperies, floor coverings, furniture, glass and chinaware, home appliances, home furnishings, home sound systems, interior decorating materials and services, large musical instruments, including but not limited to pianos, cellos and harps, movable spas and hot tubs, office furniture, other household electrical and gas appliances, outdoor furniture refrigerators, etc.

"Art, Antique, Collectable Sales" means antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards, coins, stamps, and comic books. (Stores selling handcrafted items that are produced on the site are instead defined as "Artisan Shops.")

"Artisan Shops" means retail stores selling art glass, ceramics, jewelry, weaving, quilts, and other handcrafted items, where the facility includes an area for the crafting of the items being sold.

"Artisan/Craft Product Manufacturing" means establishments manufacturing and/or assembling products primarily by hand, including jewelry, pottery and other ceramics, as well as glass and metal art, craft products, and body products (i.e. soaps, oils, etc.)

"Auto and Vehicle Sales/Rentals" means retail establishments selling and/or renting automobiles, trucks, vans, motorcycles, mobile homes, recreation vehicles, and/or boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. Does not include: the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"); bicycle and moped sales (see "General Retail Stores"); tire recapping establishments (see "Vehicle Services"); businesses dealing exclusively in used parts, (see "Recycling - Scrap and Dismantling Facility"); or "Service Stations," which are separately defined.

"Auto and Vehicle Storage" means storage of operative and inoperative vehicles for limited periods of time. Includes storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses and recreation vehicles. Does not include vehicle dismantling or retail sales.

"Auto Parts Sales" means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see "Automobile and Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services" or businesses dealing exclusively in used parts, which are included under "Recycling - Scrap and Dismantling Facility."

"Automobile Washing and Detailing" means permanent, drive-through, self service and/or attended car washing establishments, including fully mechanized facilities. May include detailing services.

"Automobile/Vehicle Detailing" means establishments providing automobiles, trucks (non-commercial), boats and recreational vehicle cleaning, waxing, polishing, interior cleaning/vacuuming etc. services.

“Automobile Gas Stations, including charging stations, without vehicle service” means a retail business selling gasoline and/or other motor vehicle fuels and related parts, fluids and accessories.

“Automobile Gas Stations, including charging stations, with minor vehicle service” means a retail business selling gasoline and/or other motor vehicle fuels and related parts, fluids and accessories and providing the adjustment, replacement or maintenance of parts, including tires, brakes, headlights, oil changes, alignments, tune-ups, etc. It shall not include complete engine or transmission replacement or rebuilding, body and frame repairs or painting.

“Automobile and Vehicle Sales/Rentals” means retail establishments selling and/or renting automobiles, trucks, vans, motorcycles, recreation vehicles and/or boats. May also include repair shops and the sales of parts and accessories incidental to the vehicle dealership.

“Automobile and Vehicle Services, Major Repair/Body Work” means establishments providing general repair, rebuilding, reconditioning, removal and replacement of engines, transmissions, drive-trains, collision repair including body, frame or fender straightening of automobiles, trucks, boats, recreational vehicles, etc.

“Automobile and Vehicle Services, Maintenance and Minor Repair” means establishments providing the adjustment, replacement or maintenance of parts, including tires, brakes, headlights, oil changes, alignments, tune-ups, etc. It shall not include complete engine or transmission replacement or rebuilding, body and frame repairs or painting.

~~Automobile Repair, Minor. “Minor auto repair” means the adjustment or replacement of parts, tires, brakes, headlights, and the like, and the tuning of engines. It shall not include complete engine overhaul or rebuilding, body and frame repairs, or painting.~~

“Automobile wrecking” means the commercial dismantling or disassembling of used motor vehicles or trailers, tractors, self-propelling farm or road machinery, or the storage, sale or dumping of same when dismantled, partially dismantled, obsolete or wrecked, or the parts thereof.

“Awnings” means any structure made of a flexible fabric or similar material covering a metal frame attached to a building, whether or not the same is so erected as to permit its being raised to a position flat against the building when not in use.

“Banks and Financial Services” means financial institutions including: banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, other investment companies, securities/commodity contract brokers and dealers, security and commodity exchanges, vehicle finance (equity) leasing agencies.

“Banner” means any sign of lightweight fabric of similar material that is mounted to a pole or a building at one or more edges. National, State, or Municipal flags shall not be considered

"Bars and Nightclubs" means any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (music and/or dancing, comedy, etc.) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May also include the brewing of beer as part of a brew pub or micro- brewery.

~~"Bars" means businesses where alcoholic beverages are sold for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May include entertainment (e.g., live music and/or dancing, comedy, etc.). May also include beer brewing as part of a microbrewery, and other beverage tasting facilities.~~

"Bed and Breakfast Inns" means residential structures with one family in permanent single-family residence with not more than four (4) bedrooms rented for overnight lodging, and may only serve food to its registered guests. The food service is restricted to breakfast or a similar early morning meal, and light foods or snacks. The price of the food must be included in the price of the overnight accommodation.

"Broadcasting and Recording Studios" means commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings. Does not include transmission and receiving apparatus such as antennas and towers, which are under the definition of "Telecommunications Facility."

"Beginning of construction" means the incorporation of labor and material within the foundation of a building.

"Boarding and Rooming Houses" means a dwelling or part thereof with one family in permanent residence, with not more than three rented bedrooms and where meals or meals and lodging are provided for compensation.

~~"Boarding house" means a dwelling or part thereof where meals and/or lodging are provided for compensation for three or more persons.~~

"Building" means any structure having a roof used or intended to be used for the shelter or enclosure of persons, animals or property.

"Building, accessory" means a detached subordinate building located on the same building site as the main building and designed and intended for a use which is subordinate to the main building.

"Building Frontage, Primary" means the building frontage that faces the street. In cases where a building has more than one street frontage, the street address frontage shall be considered the primary building frontage. In cases where a business has no building frontage facing a street, the building frontage with the primary business entrance shall be considered the primary building frontage. A single multi-tenant building has one primary frontage, the allowable sign area for which may be distributed at the discretion of the owner; however, in no event shall the combined sign area for all tenants exceed the allowable sign area for the building.



"Building height" means the vertical distance from the average contact ground level at the front wall of the building to the highest point of the roof.

"Building, main" means a building in which is conducted the principal use of the building site on which it is situated.

"Building Materials Stores and Yards" means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. (Includes paint, wallpaper, glass and fixtures.) Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating and air conditioning equipment and supplies are classified in "Wholesaling and Distribution." Hardware stores are listed in the definition of "General Retail Stores", even if they sell some building materials, as long as there is no outdoor lumberyard.

"Bus and Transit Shelters" means a small structure designed for the protection and convenience of waiting transit passengers that has a roof and usually two or three sides.

"Business Support Services" means establishments primarily within buildings, providing other businesses with services including maintenance, repair and service, testing, rental, etc., also includes: blueprinting business; equipment repair services (except vehicle repair, see "Automobile and Vehicle Services"); commercial art and design (production); computer-related services (rental, repair); copying, quick printing, and blueprinting services (other than those defined as "Printing and Publishing"); equipment rental businesses within buildings (rental yards are "Storage Yards"); film processing laboratories; heavy equipment repair services where repair occurs on the client site; janitorial services; mail advertising services (reproduction and shipping); mail box services; other "heavy service" business services; outdoor advertising services; photocopying and photofinishing; protective services (other than office related); soils and materials testing laboratories; window cleaning.

"Café/Specialty Shop" means a retail business selling ready-to-eat food and/or beverages for on- or off-premise consumption as well as offering specialty food and beverage products in a distinct category of merchandise generally not prepared for immediate consumption, such as seafood or meat, imported ethnic products, wine, or other specialty foods. This use is distinct from other food or beverage stores in that the type or selection of products offered is not readily available at a convenience market, liquor store, or grocery.

"Camp" or "camping" shall mean to do any of the following:

(a) Sleeping or Reposing, 10:00 p.m. to 6:00 a.m. To sleep or repose at any time between the hours of 10:00 p.m. and 6:00 a.m. in any of the following places or manners: outdoors with or without bedding, tent, hammock, or other similar protection or equipment;

(b) To Set Up Bedding, 10:00 p.m. to 6:00 a.m. To establish or maintain outdoors or in, on, or under any structure not intended for human occupancy, at any time between the hours of 10:00 p.m. and 6:00 a.m., a temporary or permanent place for sleeping by setting up any bedding,

sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment in such a manner as to be immediately usable for sleeping purposes; and

(c) **Setting Up Camp Sites Anytime.** To establish or maintain outdoors or in, on, or under any structure not intended for human occupancy, at any time during the day or night, a temporary or permanent place for cooking or sleeping by setting up any bedding, sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment, or by setting up any cooking equipment, with the intent to remain in such location overnight.

(d) **Motor Vehicles, Auto Trailers and House Trailers.** To use an automobile, bus, truck, motor home, house trailer, camper, trailer, or recreation vehicle, semi-trailer or truck, or other movable structure for habitation within the City, except in a duly licensed auto camp.

**"Caretaker Housing" means a residence that is accessory to a non-residential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facility, equipment, or other conditions on the site.**

**"Catering" means the preparation and delivery of food and beverages for off-site consumption without provision for on-site pickup or consumption.**

**"Cemeteries, Mausoleums" means a land used for the burial of the dead, and dedicated for cemetery purposes, including crematories, columbariums, and mausoleums. Also see "Funeral Homes and Mortuaries".**

"City" shall mean the City of Rio Dell.

"City Council" shall mean the City Council of Rio Dell.

"City Manager" means the City Manager for the City of Rio Dell.

**"Civic Center" means a prominent land area that allows for government facility which may include a Police Station, City Hall, Fire Station, impound lot, parking facilities (decks and/or garages), public/quasi-public use, and professional office use.**

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional, or commercial purposes which is required to be moved under permit, and shall include a trailer coach as defined in the California Vehicle Code, as amended.

"Communication equipment buildings" shall mean buildings housing electrical and mechanical equipment necessary for the conduct of a public utility communication business with or without personnel.

"Community Development Director" means the Director of Planning and Building for the City of Rio Dell.

**"Cottage Industry" means the on-site production of goods by hand manufacturing in an enclosed building which involves only the use of hand tools or domestic mechanical equipment or a single kiln, and the incidental direct sale to consumers of only those**

goods produced on-site by the inhabitants of the property and which is clearly incidental and secondary to the residential use of the property;

“Clubs, Lodges, and Meeting Halls” means a permanent, headquarters-type and meeting facility for organizations operating on a membership basis for the promotion of the interests of the members, including a facility for: business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations, and/or other membership organizations.

“Coffee House” means an establishment providing coffee and tea as well as light snacks ranging from baked goods to soups and sandwiches, other casual meals, and light desserts.

“Community Centers” means a multi-purpose meeting and recreational facilities typically consisting of one or more meeting or multi-purpose rooms, kitchen and/or outdoor barbecue facilities, that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

“Community Garden” means a site used for growing plants for food, fiber, herbs, flowers, which is shared and maintained by nearby residents.

“Community Noise Equivalent Level (CNEL): means a 24-hour energy equivalent level derived from a variety of single-noise events, with weighting factors of 5 and 10 dBA applied to the evening (7 p.m. to 10 p.m.) and nighttime (10 p.m. to 7 a.m.) periods to allow for greater sensitivity to noise during these hours.

“Contractors Storage Yards” means a storage yards for contractor equipment and supplies.

“Convenience Stores” means an easy access retail stores of 5,000 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers' shopping needs. These stores may be part of a service station or an independent facility. Also see “Neighborhood Market” and “Grocery Store/Supermarket” for larger stores or stores oriented towards the daily shopping needs of residents.

“Crop and Tree Farming” means raising for commercial purposes of any truck, field or orchard crop and the necessary buildings incidental to any such crop, wholesale nurseries and greenhouses.

“Crop Production” means raising and harvesting of plants, tree crops, row crops, or field crops on an agricultural or commercial basis, including packing and processing. Includes horticulture establishments engaged in the cultivation of flowers, fruits, vegetables, or ornamental trees and shrubs for wholesale and incidental retail sales. This classification includes accessory agricultural buildings accessory to such uses and roadside stands for display/sale of agricultural products grown on the premises. Excludes uses for which other garden, nursery or landscape merchandise is stored and sold on the site.

“dB. Decibel” means a unit used to express the relative intensity of a sound. Every increase of 10 dBA doubles the perceived loudness though the noise is actually ten times more intense.

"dBA" means the "A-weighted" scale for measuring sound in decibels; adjusts the effects of low and high frequencies in order to simulate human hearing.

"Density Bonus" means a density increase over the otherwise maximum allowable residential density for the provision of affordable housing.

"Density Bonus Housing Agreement" means a legally binding agreement between a developer and the City of Rio Dell to ensure that the requirements of this Section are satisfied.

"Density Bonus Units" means those residential units granted pursuant to the provisions of this Section, which exceed the otherwise Maximum Residential Density for the development site.

"Density Incentive" means a density increase over the otherwise maximum allowable residential density.

"Development Agreement" means an agreement entered between a developer and the City pursuant to Government Code Section 65864 et seq. as those sections exist or are hereafter amended or renumbered.

"Direct Broadcast Satellite Service (DBS)" means a system in which signals are transmitted directly from a satellite to a small home receiving dish.

"Dog Park" means a park for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners. enclosure for small dogs.

"Domestic Violence Shelter" means any emergency or transitional housing shelter operated with the primary purpose of sheltering victims of domestic violence and their dependents the location of which is considered to be secured and confidential.

"Drive-in and Drive-through Sales" means facility where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive through coffee, dairy product, photo stores, pharmacies, etc.

"Drive-in and Drive-through Services" means a facility where services may be obtained by motorists without leaving their vehicles. These facilities include drive-up bank teller windows, dry cleaners, etc. (see also: automobile service stations, or car washes, which are separately defined.)

"Dwelling" means any building or portion thereof containing one or more dwelling units designed or used exclusively as a residence for one or more families, but not including a tent, boat, trailer, mobile home, dormitory, labor camp, hotel or motel.

"Dwelling, Multi-Family" means a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

~~"Dwelling, multiple-family" means a building or portion thereof containing three or more dwelling units.~~



"Dwelling, Second Unit" means an attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking and sanitation sited on the same parcel as the primary dwelling unit.

"Dwelling, Single-Family" means a freestanding residential building designed for and/or occupied exclusively by one living unit that includes one kitchen and permanent provisions for living, sleeping, eating, sanitation, and parking. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision. "Manufactured Home", as defined in the HCD Safety Code Section 18007 is, " for the purposes of this part, means a structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width, or 40 body feet or more in length, or, when erected onsite, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and respect to which the manufacturer voluntarily files a certification and complies with the standards established under this part. "Manufactured home" includes a mobilehome subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. S401, et seq.)."

~~"Dwelling, single-family" means a building containing exclusively one dwelling unit.~~

"Dwelling, Two-Family" means an attached building (e.g. duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include "Second Dwelling Units."

~~"Dwelling, two-family" or "duplex" means a building containing exclusively two dwelling units under a common roof.~~

"Dwelling unit" means one room, or a suite of two or more rooms, designed and intended for occupancy or a place of residence by one family, and which unit has one kitchen or kitchenette.

"Emergency Shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, which does not deny emergency shelter because of an inability to pay.

"Equestrian Facility, Commercial" means a commercial horse, donkey, pony, and/or mule facility including horse ranches, boarding stables, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals and paddocks accessory and incidental to these uses.

"Equestrian Facility, Hobby" means stables, corrals, paddocks used by the individual residents of related property and their animals.

"Equipment and Material Storage Yards" means an outdoor storage of large construction equipment or machinery, company vehicles, or large quantities of other materials and related uses. Excludes storage associated with vehicle service and equipment.

"Equipment Sales and Rental" means service establishments with outdoor storage/rental yards, which may offer a wide variety of materials and equipment for rental, including construction equipment.

"Family" means a person living alone, or two or more persons related by blood, marriage or adoption, or a group of not more than five unrelated persons living together as a single nonprofit housekeeping unit in a dwelling unit.

"Family Day Care Home, Large" means a State licenced facility that provides family child care for up to 12 children, or for up to 14 children if the criteria in Section 102416.5(c) of the California Code of Regulations are met. These capacities include children under age 10 who live in the licensee's home and the assistant provider's children under age 10. "Family Day Care" or "Family Child Care" means regularly provided care, protection and supervision of children, in the care giver's own home, for periods of less than 24 hours per day, while the parents or authorized representatives are away. The term "Family Child Care" supersedes the term "Family Day Care" as used in previous regulations.

"Family Day Care Home, Small" means a State licenced facility that provides family child care for up to 6 children, or for up to 8 children if the criteria in Section 102416.5(b) of the California Code of Regulations are met. These capacities include children under age 10 who live in the licensee's home. "Family Day Care" or "Family Child Care" means regularly provided care, protection and supervision of children, in the care giver's own home, for periods of less than 24 hours per day, while the parents or authorized representatives are away. The term "Family Child Care" supersedes the term "Family Day Care" as used in previous regulations.

"Feed Lot" means any premises uses principally for the raising or keeping of animals in a confined feeding area. Confined feeding area shall mean any livestock feeding, handling, or holding operation or feed yard where animals are concentrated in an area:

(a) Which is not normally used for pasture or for growing crops and in which animal wastes may accumulate; and

(b) Where the space per animal is less than 600 square feet.

(c) Feedlot is not intended to otherwise preclude the raising of animals as part of a general farming and/or livestock operation or as an FFA, 4-H, or other student project in an agricultural zone. General farming and/or livestock operation shall mean one in which the confined feeding of animals is an incidental part of the total livestock operation.

~~"Feed yard, animal" means a fenced area where livestock are fed a concentrated ration.~~

"Fence" means a barrier made of durable material to establish a boundary, as a means of protection or to provide confinement. Fences provide privacy, screening of negative visual features, noise attenuation, architectural treatment, and security for the property which they enclose.

"Flag" means any fabric, banner, or bunting containing distinctive colors, patterns, or design, used as a symbol.

"Flag lot" means lots that have less than the required minimum street frontage on a public or private street where the lot has two distinct parts: (1) The flag, which is the building site and is located behind another lot; and (2) The pole which connects the flag to the street. (Ord. 278, 2011)

"Food and Beverage Manufacturing" means manufacturing establishments producing or processing foods and beverages for offsite human consumption. Large scale operations would include more than 10 employees, while smaller scale operations may be related to specialty/craft foods or people living in a Live/Work situation. Includes bakeries (wholesale), bottling plants, breweries, candy, sugar and confectionery products. Manufacturing catering services separate from stores or restaurants, coffee roasting, dairy products manufacturing, fats and oil product manufacturing, fruit and vegetable canning, preserving, related processing, grain mill products and by-products, meat, poultry, and seafood canning, curing, byproduct processing, soft drink production, miscellaneous food item preparation from raw products. May include tasting and accessory retail sales of beverages produced on site. Does not include: bakeries which sell all products on-site, which are included in the definition of "General Retail Stores;" or beer brewing as part of a brew pub, bar or restaurant (see "Bars and Night Clubs").

"Fuel Storage and Distribution" means a facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

"Funeral Homes and Mortuaries" means funeral homes and parlors where the deceased are prepared for burial or cremation and in which funeral services may occur.

"Furniture and Fixtures Manufacturing, Cabinet Shops" means manufacturers producing household furniture, office furniture and partitions, shelving, store furniture, cabinets, drapery hardware, window blinds and shades, countertops.

"Garage, private" means an accessory building or portion of a main building designed for the storage of self-propelled passenger vehicles, camping trailers or boats belonging to the owners or occupants of the site.

"Garden Center/Plant Nursery" means establishments providing for the cultivation and sale of ornamental trees, shrubs, and plants, including the sale of garden and landscape materials (packaged and/or bulk sale of unpackaged materials) and equipment, including but not limited to, lawn movers, tillers and edgers, shovels, hoes, rakes, hoses, wheelbarrows.

"Glass Product Manufacturing" means manufacturing establishments producing flat glass and other glass products which are pressed, blown, or shaped from glass produced in the same establishment. Does not include artisan and craftsman type operations as defined in "Artisan/Craft Product Manufacturing".

"Glare" means light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see and, in extreme cases, causing momentary blindness.

"Golf Courses/Country Clubs" means golf courses and accessory facilities and uses including: clubhouses that may include a bar and/or restaurant; locker and shower



facilities; pool(s); tennis courts; driving ranges; "pro shops" for on-site sales of golfing equipment; and golf cart storage and sales facilities.

"Graywater" means graywater, sometimes spelled greywater, grey water or gray water and also known as sullage, is non-industrial wastewater generated from domestic processes such as washing dishes, laundry and bathing. Graywater comprises 50-80% of residential wastewater.

"Grocery Stores/Supermarket" means a retail business where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full service businesses do not typically have limited hours of operation. See separate but related listings for "Neighborhood Market" and "Convenience Store".

"Ground or Lot Coverage" means the percentage of the total lot area that is covered by structures as herein defined.

"Group Residential" means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, dormitories, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant, where meals or lodging or both meals and lodging are provided for compensation for 4 or more persons.

"Guest House" means an attached or detached habitable structure with only sleeping, living, and bathroom provisions, exclusive of kitchen or cooking facilities. Such structures shall not be used or rented as a separate dwelling for permanent living quarters.

"Hog Farm, Commercial" means any premises used for the raising or keeping of hogs when raised, fed, or fattened for purposes of sale and consumption by other than the owner of the site. In an agricultural and agricultural zoning district, the term hog farm commercial is not intended to otherwise preclude the raising of hogs as part of general agricultural practices and 4-H purposes (See also Animal Keeping).

"Home Occupation" means the conduct of an art or profession, the offering of a service on the conduct of a business, or the manufacture of handicraft products in a dwelling by the inhabitants thereof and which is clearly incidental and secondary to the residential use of the dwelling. No more than one truck or other motor vehicle no larger than one ton shall be permitted at the site of the Home Occupation.

"Hostel" means a budget-oriented, sociable accommodation where guests can rent a bed, usually a bunk bed, in a dormitory and share a bathroom, lounge and sometimes a kitchen. Rooms can be mixed or single-sex, although private rooms may also be available.

"Hotels and Motels" means facilities with guest rooms or suites provided with or without a kitchen facility, rented to the general public for transient lodging (less than 30 days). Generally, hotels provide access to most guest rooms from an interior walkway or hallway, and typically include a variety of services in addition to lodging; for example, restaurants,

meeting facilities, personal services, etc. Generally motels provide access to most guest rooms from an exterior walkway. Both may include accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

~~"Hotel" means any building or portion thereof containing living quarters or dwelling units without kitchen facilities, and designed for or intended to be used by six or more transient guests; but not including motels, mobile home parks, boarding houses, dormitories or labor camps.~~

"Hours of Darkness" means any time from one-half hour before sunset until one-half hour after sunrise and any other time when the illumination level is less than the required lighting for uses as designated in this Section.

"Impound Lot" means a lot for the temporary storage of automobiles, trucks, buses, recreational vehicles, and similar vehicles. This use excludes vehicle repair or dismantling.

"Incentives or Concessions" means regulatory concessions as specified in California Government Code Subsections 65915 (I) to include, but not be limited to, the reduction of site development standards or Zoning code requirements, direct financial assistance, approval of mixed-use Zoning in conjunction with development, or any other regulatory incentive which would result in identifiable, financially sufficient, and actual cost avoidance or reductions that are offered in addition to a Density Bonus.

"Inclusionary Unit" means a dwelling unit within a Housing Development which will be reserved for sale or rent to, and affordable to, Very Low or Low Income Households, or Qualifying Residents.

"Income, Low Household" means a household whose total annual income falls between 30 percent and 80 percent of the median income of Humboldt County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.

"Income, Moderate Household" means a household whose total annual income falls between 80 percent and 120 percent of the median income of Humboldt County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.

"Income, Very Low Household" means households whose income does not exceed 30 percent of the Humboldt County median income, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.

"Indoor Amusement/Entertainment Facility" means establishments providing indoor amusement and entertainment services for a fee or admission charge, including; dance halls and ballrooms and electronic game arcades, as stand alone uses. Four or more electronic games or coin-operated amusements in any establishment, or a premise where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade as described above.

"Indoor Sports and Recreation Facility" means predominantly participant sports and health activities conducted entirely within an enclosed building, with the exclusion of secondary uses such as a spa, pool, basketball court, or tennis court. Typical uses

include bowling alley, billiard parlor, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs and health clubs. Also see Outdoor Commercial Recreation for spectator venues and uses.

"Kennels, Commercial" means a facility for the keeping, boarding and/or maintaining of 5 or more dogs, or 5 or more cats. This definition does not include animals for sale in pet shops, or patients in animal hospitals. This definition includes a kennel where the animals are kept for commercial purposes, including boarding, breeding, buying, selling, renting, exhibiting, or training. Does not include a veterinary facility, pet shop, or animal shelter.

"Kennels, Hobby" means a facility for the keeping, boarding and/or maintaining of 5 or more dogs (4 months of age or older), or 5 or more cats when the animals are owned or kept by an occupant for personal, non-commercial purposes including: hunting, tracking, exhibiting at shows, exhibitions, field trials or other competitions, enhancing or perpetuating a given breed. This definition does not apply to non-domestic animals used in conjunction with an agricultural operation.

"Junk yard" means the use of more than 200 square feet of area of any parcel, lot or contiguous lots as a place where imported waste, junk or salvaged vehicles, equipment, machinery or other materials are disassembled, handled, baled, packed, processed, or stored.

"Kitchen" or "kitchenette" means any space used, intended or designed to be used for cooking and preparing food, whether the cooking unit be permanent or temporary and portable.

"Landscape Feature" means a detached decorative structure typically used in conjunction with plant materials for aesthetic enhancement such as patio trellis covers, pergolas and gazebos with non-solid roof construction, arched trellises, arbors, vertical lattice structures, statues, and similar features.

"Laundries and Dry Cleaning Plants" means service establishments engaged primarily in high volume laundry and garment services, including: laundries; garment pressing and dry cleaning; linen supply; diaper service; industrial laundries; and on-site carpet and upholstery cleaners. Does not include coin-operated laundries or dry cleaning pick-up stores without dry cleaning equipment. (see "Personal Services").

Legal Non-Conforming Situations. A legal non-conforming situation is any land use, structure, lot of record, or other situation related to the use or development of land that:

(a) Was legally established prior to the effective date of this Section or its subsequent amendment, or prior to the annexation of the property on which such non-conforming situation exists into the City, and

(b) Does not now fully conform to the requirements of this Section, as amended.

Legal Non-Conforming Lot. A legal non-conforming lot is a lot designated on an approved and recorded subdivision plat or that constitutes a whole parcel reflected by a valid and recorded deed, in compliance with the subdivision provisions of Section 16 or prior subdivision regulations, which fails to conform to the minimum lot area, depth, width or other applicable dimensional requirement for the district in which it is located, and which is legally non-conforming. A non-conforming lot, which has frontage only on an undeveloped platted street, shall not be considered a legal non-conforming lot for purposes of this Zoning Code.

**Legal Non-Conforming Sign.** A legal non-conforming sign is a sign that does not fully conform to the standards of the sign regulations of Title 17 and that is legally non-conforming under Subsection A of the above definition “Legal Non-Conforming Situations”.

**Legal Non-Conforming Situation, Other.** Other legal non-conforming situations include all other aspects of an established land use or development that does not fully conform with the requirements of Title 17 or any amendment thereto but which is legally non-conforming under Subsection A of the above definition “Legal Non-Conforming Situations”. Such other non-conforming situations include, but are not limited to, requirements for off-street parking, landscaping requirements, and other land development requirements.

**Legal Non-Conforming Structure.** A legal non-conforming structure is any building or structure which does not fully conform to the standards imposed by the zoning provisions of this Section, but which is legally non-conforming under Subsection A of the above definition “Legal Non-Conforming Situations”.

**Legal Non-Conforming Use.** A use of land, building(s), or other structure(s), or any combination thereof, that is legally non-conforming under Subsection A of the above definition “Legal Non-Conforming Situations”.

**Library.** A public or quasi-public facility in which literary and artistic materials, such as books, periodicals, newspapers, pamphlets, prints, records, and tapes, are kept for reading, reference, or lending, and which are generally non-commercial in nature.

“Live/work unit” means an integral working space and residential space occupied within a single unit or multi-unit structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity and which:

- (a) Is regularly used for such purposes by one or more persons residing in the unit;
- (b) Includes complete kitchen space and sanitary facilities in compliance with the building code;
- (c) Allows employees with associated required amenities as consistent with the building code; and
- (d) Includes working space reserved and regularly used by one or more occupants of the unit.

“Lot” or “building site” means a parcel of land exclusive of public streets or alleys occupied or intended to be occupied by a main building or group of such buildings and accessory buildings, together with such open spaces, yards, minimum width and area as are required by this title or other ordinance, and having full frontage on an improved and accepted public street which meets the standards of widths and improvements of the County, or having either partial frontage on such street or access thereto by a recorded right-of-way or recorded easement, which partial frontage right-of-way or easement is determined by the Commission to be adequate.

“Lot area” means the total horizontal area included within lot lines, but excluding any portion of such area which has been dedicated for public right-of-way purposes.

“Lot depth” means the average horizontal distance between the front and rear lot lines.



"Lot flag" See "Flag Lot" definition. (Ord. 278, 2011)

"Lot, key" means the first lot to the rear of a corner lot, the front line of which is a continuation of the side line of the corner lot.

"Lot line, front" means, in the case of an interior lot, the line separating the lot from the street right-of-way. In the case of a corner lot, the shorter street frontage shall be the front lot line.

"Lot line, rear" means the lot line opposite and most distant from the front lot line.

"Lot line, side" means any lot boundary which is not a front or rear lot line.

"Lot line, side street" means a side lot line separating a lot from the street.

"Lot lines" means the property lines bounding the lot.

"Lot width" means the horizontal distance between the side lot lines measured at right angles to the depth of the lot at the front yard setback line.

**"Lumber and Wood Product Manufacturing" means manufacturing, processing, and sales uses involving the milling of new or used forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes the following processes and products: containers, pallets and skids, milling operations, trusses and structural beams, turning and shaping of wood products, wholesaling of basic wood products, and wood product assembly. Craft-type shops are included in "Handcraft Industries and Small Scale Manufacturing." Other wood and cabinet shops are included under "Furniture and Fixture Manufacturing." The indoor retail sale of building materials, construction tools and equipment is included under cabinet shops under "Building Materials Stores and Yards."**

**"Machinery Manufacturing" means the manufacturing of machinery and equipment used: for the manufacturing of other products; as parts in the assembly of other products; and for end-use purposes, including the following: construction equipment, conveyors, cranes, die casting, dies, dredging, engines and turbines, farming and gardening, food products manufacturing, gear cutting, heating, ventilation, air conditioning, industrial trucks and tractors, industrial furnaces and ovens, industrial molds, laundry and dry cleaning, materials handling, mining, oil field equipment, paper manufacturing, passenger and freight elevators, pistons, printing, pumps, refrigeration equipment, textile manufacturing.**

**"Maintenance and Repair, Large Equipment" means establishments providing on-site repair and accessory sales of supplies for industrial and/or agricultural machines conducted entirely within an enclosed building. This classification includes maintenance, repair, and overhauling of light and heavy vehicles and equipment such as fire engines and pump systems, fire trucks including large trailer aerial ladder trucks, gang mowers, aerial work platforms, and construction equipment such as loaders, graders, dump trucks, back hoes, asphalt trucks, trailers, rollers, street sweepers, air compressors, and off road equipment.**

**"Maintenance and Repair, Small Equipment" means establishments providing on-site repair and accessory sales of supplies for appliances, office machines, home**

electronic/mechanical equipment, bicycles, tools, or garden equipment, conducted entirely within an enclosed building. This classification does not include maintenance and repair of vehicles.

Manufactured Home. The terms "manufactured home" and "mobile home" can be used interchangeably. "Manufactured home" means a structure transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the California Health and Safety Code, as amended. "Manufactured home" includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974, as amended (42 USC Section 5401 et seq.).

"Medical Services – Clinics, Offices, and Laboratories" means a facility primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services, but which are separate from hospitals, including: medical and dental laboratories, medical, dental and psychiatric offices, out-patient care facilities, and other allied health services. Counseling services by other than medical doctors or psychiatrists are included under "Offices."

"Medical Services – Extended Care" means a residential facility providing nursing and health related care as a primary use with in-patient beds, such as: board and care homes; convalescent and rest homes; extended care facilities; skilled nursing facilities; and rehabilitation facilities. Long-term personal care facilities that do not emphasize medical treatment are included under "Residential Care Homes."

"Medical Services – Hospitals" means hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses and emergency heliports (see the separate definition of "Accessory Retail Uses"). Does not include "Ambulance Services", which are defined separately.

"Metal Products Fabrication, Machine/Welding Shops" means establishments engaged primarily in the assembly of metal parts, including the following uses that produce metal duct work, tanks, towers, cabinets and enclosures, metal doors and gates, and similar products, blacksmith and welding shops, sheet metal shops, machine shops and boiler shops.

"Metal Products Manufacturing" means manufacturing establishments engaged in the smelting and refining of ferrous and nonferrous metals from ore, pig, or scrap; in the rolling, drawing, and alloying of ferrous and nonferrous metals; in the manufacture of castings, forgings, stampings, extrusions and other basic products of ferrous and nonferrous metals; and in the manufacture of nails, spikes, and insulated wire and cable.

**"Miniature Golf Courses (Indoor & Outdoor)" means a facility that provides on-site commercial entertainment in the form of a novelty version of golf played with a putter and golf ball on a miniature course and featuring obstacles such as alleys, bridges, and tunnels.**

~~"Mobile home" means a structure that meets the requirements of the National Manufactured Housing Construction and Safety Act of 1974, as amended. "Mobile home" does not include a commercial coach, factory-built housing, or a recreational vehicle, as each term is defined in the California Mobile Homes Manufactured Housing Act of 1980, as amended.~~

**"Mobile/Manufactured Home Park" means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes in compliance with California Code of Regulations, Title 25, Division 1, Chapter 2 (Mobile Home Parks and Installations).**

~~"Motel" means a building or group of buildings comprising individual sleeping quarters or dwelling units for the accommodation of transient guests which is so designed that parking is on the same building site and is conveniently accessible from the living units. This definition includes auto courts, tourist courts and motor hotels but does not include hotels.~~

**"Museum" means a public or quasi-public institution of a non-commercial nature that procures, cares for, studies, and displays objects of lasting interest or value. Examples of museums include art and historical museums, aquariums, planetariums, botanical gardens, arboretums, and historical sites and exhibits.**

**"Neighborhood Market" means a pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are less than 15,000 square feet in size and operate less than 18 hours per day. For larger stores, see "Grocery Store/Supermarket". Neighborhood markets may include deli or beverage tasting facilities that are ancillary to the market/grocery portion of the use.**

~~"Nonconforming building" means a building, structure or portion thereof which was lawfully constructed, but which does not conform to all the height and area regulations of the zone in which it is located, or which is so designed, erected or altered that it could not reasonably be occupied by a use permitted in the zone in which it is located.~~

~~"Nonconforming use" means a use which was lawfully established, but which does not conform with the use regulations of the zone in which it is located.~~

**"Offices, Accessory" means offices that are incidental and accessory to a primary business, allowed as part of an approved primary use.**

**"Offices, Business and Professional" means offices of finance businesses providing direct services to consumers (companies, utility companies, etc.), government agency**



and service facilities (post office, civic center, etc), professional offices (accounting, legal, employment, public relations, insurance, real estate, etc.), and offices engaged in the production of intellectual property (advertising, architectural, computer programming, photography studios, etc.). These do not include: medical offices (see "Medical Services – Clinics, Offices, and Laboratories"); temporary offices (see "Offices, Temporary"), or offices that are incidental and accessory to another business that is the primary use (see "Offices, Accessory").

~~"Office, professional" means an office from which or at which a doctor, lawyer, engineer, architect, accountant, and similar professional persons may offer services.~~

"Office, Temporary" means a mobile home, recreational vehicle or modular unit used as a temporary office facility. Temporary Offices may include: construction supervision offices on a construction site or off-site construction yard; a temporary on-site real estate office for a development project; or a temporary business office in advance of permanent facility construction.

"Open Space" means undeveloped land with primarily passive recreational uses or landscaped pedestrian and bicycle through-ways (examples: community gardens, agricultural easements, greenbelts, bike and pedestrian paths, playground equipment) or land left undeveloped for aesthetic, environmental, health, welfare, or safety reasons (examples: greenbelts, floodways, steep unstable slopes, and utility easements). Green Roofs can be considered Open Space as determined by the Planning Director or final decision making body. Open space cannot be considered park space and does not satisfy the requirement for park space as defined and required in this Code.

"Outdoor Commercial Recreation" means a facility for various outdoor participant sports and types of recreation where a fee is charged for use, including: amphitheaters, amusement and theme parks, golf driving ranges, health and athletic club outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swimming pools and water parks, tennis clubs, tennis courts, and zoos.

"Paper Product Manufacturing" means the manufacture of paper and paperboard, from both raw and recycled materials, and their conversion into products including paper bags, boxes, envelopes, wallpaper, etc.

"Park and Ride Facility" means a designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

"Parking Facility/Vehicle Storage" means service establishments in the business of storing operative cars, trucks, buses, recreational vehicles, and other motor vehicles for clients. Includes both day use and long-term public and commercial garages, parking lots and structures, except when accessory to a primary use. (All primary uses are considered to include any customer or public use off-street parking required by this Zoning Code.) Includes sites where vehicles are stored for rental or leasing. Does not include dismantling yards (classified in "Recycling Facility - Scrap and Dismantling Facility").

"Parks and Playgrounds" means parks, play lots, playgrounds, amphitheaters, and athletic fields for noncommercial neighborhood or community active recreational use, including tot lots within apartment complexes.

"Park trailer" means a trailer designed for human habitation for recreational or seasonal use only, that meets all of the following requirements:

(a) It contains 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) of Section 18009.3 and Section 18033 of the California Health and Safety Code, as amended. It may not exceed 14 feet in width at the maximum horizontal projection;

(b) It is built upon a single chassis;

(c) It may only be transported upon the public highways with a permit issued pursuant to Section 35780 of the California Vehicle Code.

"Parking space" means an off-street area for the parking of a motor vehicle, of not less than eight feet in width and 18 feet in length with at least seven feet of vertical clearance, either within a structure or in the open, excluding driveways, or access drives, but which abuts upon a street, alley or has other appropriate means of access thereto.

"Passive solar addition" means any designed structurally integrated addition to an existing building, the principal purpose of which is to increase passive heating or cooling efficiency of the building. For the purposes of this title, the term "passive solar addition" shall include a solarium or greenhouse when structurally attached to a main building.

"Passive solar system" means any design, including space or structural components, and orientation, which enhances the natural heating or cooling of a building, without the use of external nonrenewable power supplies. A passive (or direct) solar system may be contrasted with an active (or indirect) solar system in which the solar heat is collected on the outside of the building and transferred inside the structure through ducts or pipes using a fan or pump.

**"Paving/Roofing Material Manufacturing" means the manufacture of various common paving and petroleum-based roofing materials, including bulk asphalt, paving blocks made of asphalt, creosote wood and various compositions of asphalt and tar. The manufacture of wood roofing materials (shingles, shakes, etc.) is included under "Lumber and Wood Product Manufacturing."**

**"Pending Applications" means any formal application submitted to the City for a land use or development permit or action that has not expired and has not been approved, denied, rejected, or rescinded.**

"Person" shall include any person, firm, company, corporation, partnership, association, organization or entity.

**"Personal Services" means a use that provides a personal service that is non-medical and may include accessory retail sales of products related to the services that are provided. Examples of personal services include, but are not limited to the following: barber and beauty shops, clothing and costume rental, dry cleaning pick-up stores, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, massage, nail salons, and tailors.**

"Planning Commission" shall mean the Planning Commission of the City of Rio Dell.

"Plastics, Synthetics, Rubber Products Manufacturing" means the manufacture of rubber products including: tires, rubber footwear including heels and soles, mechanical rubber goods, flooring, and other rubber products from natural, synthetic or reclaimed rubber, molding primary plastics for other manufacturers, manufacturing miscellaneous finished plastics products, and fiberglass manufacturing and fiberglass application services. Establishments engaged primarily in recapping and retreading automobile tires are classified in "Vehicle Services - Major Repair/Body Work."

"Printing and Publishing" means establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying; and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books and periodicals; establishments manufacturing business forms and binding devices. Does not include "quick printing" services or desktop publishing which are included in Business Support Services.

"Public grounds" shall mean any public place, public area, public street, sidewalk, park, public facility or public area or any property owned by or under control of any local public agency, County, State agency or Federal agency located in the corporate limits of the City of Rio Dell, including but not limited to the river bank and river bar adjacent to and under the Eel River owned or under the control of the City of Rio Dell.

"Recreation, commercial" means recreation facilities open to the general public for a fee or restricted to members when operated for profit as a business.

"Recreation, private" means noncommercial clubs or recreation facilities operated by a nonprofit organization and open only to bona fide members of such nonprofit organization and their guests.

"Recreational vehicle" means both of the following:

(a) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, that meets all of the following criteria:

(i) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms;

(ii) It contains 400 square feet or less of gross area measured at maximum horizontal projections;

(iii) It is built on a single chassis;

(iv) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(b) A park trailer, as defined in California Health and Safety Code Section 18009.3, as amended.

"Recreational Vehicle Parks" means a site where one or more lots are used, or are intended to be used, by campers with recreational vehicles or tents on transient basis (30 days or less). Recreational vehicle parks may include public restrooms, water, sewer, and electric hookups to each lot and are intended as a higher density, more intensively developed use than campgrounds. May include accessory retail uses where they are clearly incidental and intended to serve RV park patrons only.

Recycling Facility, Large Collection Facility. A recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that occupies more than 500 square feet and includes permanent structures, does not use power-driven processing equipment except for compacting, baling, plastic shredding, and other activities necessary for efficient temporary storage and material shipment.

Recycling Facility, Processing Facility. A recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment or to an end-user's specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing.

Recycling Facility, Reverse Vending Machine. An automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit clip with value of not less than the container's redemption value as determined by the State.

Recycling Facility, Scrap and Dismantling Facility. Uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials, including the dismantling or wrecking of automobiles or other motor vehicles, or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. The presence on any lot or parcel of land of five or more inoperable vehicles from which parts have been or are to be removed for reuse or sale shall constitute prima facie evidence of an automobile wrecking yard. This use does not include landfills or other terminal waste disposal sites.

Recycling Facility, Small Collection Facility. A recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures and unattended containers placed for the donation of recyclable materials.

Religious Institutions. Facility operated by religious organizations for worship, or the promotion of religious activities, including churches, mosques, synagogues, temples, etc.; and accessory uses on the same site, such as living quarters for clergy and staff, and child day care facilities where authorized by the same type of land use permit required for the religious facility itself. Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, youth camps, emergency/homeless shelters, and other potentially related operations are classified according to their respective activities.



“Renewable Energy Development (i.e. commercial development, generation and sales of solar, wind energy.)” means a system or network generating energy that is derived from resources that are regenerative or for all practical purposes cannot be depleted.

“Research and Development” means indoor facilities for scientific research, and the design, development and testing of electrical, electronic, magnetic, optical and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes chemical and biotechnology research and development. Does not include computer software companies (see “Offices – Business and Professional”), soils and other materials testing laboratories (see “Business Support Services”), or medical laboratories (see “Medical Services – Clinics, Offices, and Laboratories”).

“Residential Care Facility” means consistent with the definitions of State law, a residential care facility is a facility that provides 24-hour non-medical care for more than six persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living, or for the protection of the individual. This classification includes group homes, residential care facilities for the elderly, adult residential facilities, juvenile court residential facilities, and other facilities licensed by the State of California.

“Residential Care Home, Small” means consistent with the definitions of State law, a residential care home is a home that provides 24-hour non-medical care for six or fewer persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living, or for the protection of the individual. This classification includes group homes, rest homes, residential care facilities for the elderly, adult residential, juvenile court residential facilities, and other facilities licensed by the State of California. Convalescent homes, nursing homes and similar facilities providing medical care are included under the definition of “Medical Services -

“Residential density, net” means the average number of dwelling units per one acre of land.

“Resource Protection and Restoration” means activities and management of an area to preserve, re-create and enhance natural resource values such as fish and wildlife habitat, rare and endangered plants, vernal pools, erosion control, and floodwater conveyance.

“Resource-Related Recreation” means a facility related to passive recreation in open space areas including bicycle and pedestrian trails, picnic areas, parking areas, and interpretive centers.

“Restaurants” means a retail business selling food and beverages prepared on the site, for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption, and establishments where most customers are served food at tables for on-premise consumption, but may include providing food for take-out. Also includes coffee houses.

“Restaurants, Accessory” means a restaurant that is accessory to a non-residential use.

"Restaurants, Fast Food/Drive-In" means a restaurant that provides both sit down and take out service and has at least 2 of the following characteristics:

(a) Food to be consumed on the premises is served with non-reusable tableware,

(b) Food is not delivered to the table,

(c) Orders are placed at a counter,

(d) Orders are placed at a drive through and/or walk up window.

"Restaurants, Sit Down, Take Out Inclusive" means a business serving prepared food or beverages for consumption on or off the premises. Service is predominantly sit down, however the occasional take out customer may be accommodated.

"Restaurants, Take-Out" means a restaurant where food is prepared on-site for off-site consumption, other than those deemed to be fast food restaurants.

"Restaurants, With Alcohol Sales" means a restaurant with a valid Alcohol Beverage license that sells alcoholic drinks along with preparing and serving food. Also includes restaurants with breweries, subordinate to the restaurant use, that operate for the production of on-site consumption.

"Restaurants, With Live Entertainment" means a restaurant that includes live entertainment.

"Restaurants, With Outdoor Dining" means a restaurant where tables and seating are provided and food and/or beverages are served in outdoor areas and have at least one side open.

"Retail, Accessory" means the retail sales of various products (including food service) in a store or similar facility that is located within a health care facility, hotel, office, institutional or industrial complex. These uses include pharmacies, gift shops, and food service establishments within hospitals; convenience stores and food service establishments within hotel, office and industrial complexes.

"Retail, General" means stores and shops selling multiple lines of merchandise including: art galleries, artists' supplies, bakeries (all production in support of on-site, sales), bicycles, books, cameras and photographic supplies, clothing and accessories, collectibles (cards, coins, comics, stamps, etc.), department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores (indoor sales, only; outdoor sales are "Plant Nurseries"), furniture, home furnishings and equipment, general stores, gift and souvenir shops, hardware, hobby materials, jewelry, luggage and leather goods, musical instruments, parts and accessories, newsstands, orthopedic supplies, pet supplies, religious goods, specialty shops, sporting goods and equipment, stationery, toys and games, and variety stores.

~~"Second dwelling unit," as used in RDMC 17-30-230, shall mean an additional living unit on any one lot or parcel within a single-family residential district which is clearly ancillary and subordinate to a principal dwelling unit on the same lot or parcel.~~

"Setback line" means a line established by this title or by separate ordinance to govern the placement of buildings or structures with respect to lot lines, streets, or alleys.

"Sign" means anything whatsoever placed, erected, constructed, posted, painted, printed, tacked, nailed, glued, stuck, carved, or otherwise fastened, affixed, constructed or made visible, including billboards and signboards for out-of-door advertising purposes.

"Sign, Abandoned" means any sign that is on the premises upon which it is located and has been vacated for a period of more than 90 days.

"Sign, Animated" means any sign which uses mechanical or electrical movement or change of lighting, either natural or artificial, to depict action or to create a special effect or scene.

"Sign, Area" means the measurable surface area of a sign.

"Sign, Billboard" means an outdoor advertising sign on which space is leased or rented.

"Sign, Blade/Bracket/Fin" means a small, pedestrian-oriented sign that projects perpendicular from a structure (bracket or fin sign) or is hung beneath a canopy (blade sign; may also be referred to as an "Under Canopy Sign").

"Sign, Building" means a sign placed on a wall, awning, canopy, parapet, or a projecting sign.

"Sign, Canopy" means any sign that is part of or attached to an awning, canopy, or other material, or structural protective cover over a door, entrance, window, or outdoor service area.

"Sign, Changeable Copy" means a sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than once per day shall be considered an animated sign and not a changeable copy sign for purposes of this section.

"Sign, Commercial Message" means any sign wording, logo, or other representation that names or advertises a business, product, service, or other commercial activity.

"Sign, Construction" means an on-site temporary sign identifying the names of individuals and/or firms connected with the construction of a project. Such signs may include the name of the project, lender, owner, developer, architect, contractor, address of business, and emergency contact information. Such signs may not be erected for longer than six months, unless construction is actively occurring on the site.

"Sign, Directory" means a pedestrian-oriented sign that identifies or lists the names and locations of tenants at a multi-tenant site.

"Sign, Election Campaign" means temporary campaign signs relating to federal, state, county, city, school district, special district, or other governmental agency elections are permitted in all zones subject to the regulations in this title:



"Sign, Flashing" means an illuminated sign that exhibits changing light or color effect by blinking or any other such means so as to provide a non-constant illumination.

"Sign, Freestanding" means a permanent sign that is self-supporting in a fixed location and not attached to a building. It includes a sign connected or attached to a sign structure, fence, or wall that is not an integral part of a building.

"Signs, Future Tenant" means signs erected for the purpose of advertising the future occupancy of a new tenant. Such signs may include the name of the tenants, the expected occupancy date, and the corporate logos or identification for the future occupant.

"Sign, Garage, Yard, Estate, and Other Home-based sales" means the occasional non-business public sale of secondhand household and other goods incidental to household uses.

"Signs, Gas Pricing" means signs identifying the brand, types, octane rating, etc., of gasoline for sale, as required by State Law.

"Sign, Governmental/Civic" means any temporary or permanent sign erected and maintained by or required by the City, County, State, or Federal government for traffic direction, City entrance, or for designation of direction to any school, hospital, historical site, or public service, property or facility.

"Sign, Illuminated" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign. This includes signs made from neon or other gas tube(s) that are bent to form letters, symbols, or other shapes.

"Sign, Incidental" means a sign, emblem, or decal informing the public of goods, facilities, or services available on the premises, including but not limited to a rest room and phone sign, credit card sign, or a sign indicating hours of business.

"Sign, Menu/Order Board" means a sign installed in a drive-through facility and intended for drive-through customers that advertises the products available at the facility. (See Section 17.62.060 for standards).

"Sign, Monument" means a freestanding sign constructed upon a solid-appearing base or pedestal.

"Sign, Name Plate" means a sign attached to a wall that identifies the occupant.

"Sign, Non-Commercial" means any sign that does not bear a commercial message.

"Sign, Non-Conforming" means a sign lawfully erected and legally existing at the time of the effective date of an ordinance, but which does not conform to the new provisions of this code.

"Sign, Off-site Commercial" means a sign that advertises a business conducted, a service rendered, or goods produced or sold at a location other than the site of the sign.

"Sign, On-Site Directional" means a sign located on the same property as the business, primarily providing direction to guide vehicles and pedestrians to businesses, including by not limited to those signs identifying parking area and circulation patterns.

"Sign, Pennant" means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a rope, wire, or string, usually in a series, designed to move in the wind and attract attention.

"Sign, Pole" means a freestanding sign supported by one or more metal or wood posts, pipes, or other vertical supports.

"Sign – Portable" means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported. Portable signs include, but are not limited to, signs designed to be transported by means of wheels; signs configured as A-frame or T-frame; menu and sandwich board signs; and umbrellas used for advertising.

"Sign, Readerboard" means a sign on which copy is changed manually in the field or electronically, including but not limited to theatre marquee signs, business directories, church and museum signs, and gas price signs.

"Sign, Real Estate" means any sign, temporary in nature, erected for the express purpose of advertising the rent, sale, or lease of the real estate property upon which it is erected.

"Sign, Roof" means a sign installed on a roof or projecting above the eave of a building or mounted on an arcade or parapet.

"Sign, Temporary" means a sign not constructed or intended for long-term use. Temporary Signs are typically signs lasting less than 30 days.

"Sign, Time/Temperature" means an electronic or mechanical device that shows time and/or temperature but contains no business identification or advertising.

Sign, Under Canopy. See Blade/Bracket/Fin Sign.

"Sign, Vehicle" means a sign that is attached to and is an integral part of a motorized vehicle or bicycle used directly for the purpose of a particular business and not used primarily as a sign base.

"Sign, Wall" means a sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in such a way as to be substantially parallel to such exterior building wall to which it is attached or supported by.

"Sign, Window" means a sign attached to, suspended behind, placed, or painted upon the window or glass door of a building and is intended for viewing from the exterior of such building.

"Slide-in camper" means a portable unit, consisting of a roof, floor, and sides, designed to be loaded onto, and unloaded from, a truck and designed for human habitation for recreational or emergency occupancy. "Slide-in camper" means a truck camper.

"Solar energy system" means any (a) solar collector or other solar energy device or (b) structured design of a building whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, or for water heating.

**"Spa" Means a business establishment which people visit for personal care treatments such as massages and facials, only for the duration of the treatment (a day spa). In contrast, a destination spa offers the same services in a hotel setting where people reside for one or more days.**

"Special purpose commercial modular" means a vehicle with or without motive power, designed and equipped for human occupancy for industrial, professional, or commercial purposes, which is not required to be moved under permit, and shall include a trailer coach. "Special purpose commercial coach" has the same meaning as "special purpose commercial modular" as that term is defined in the California Health and Safety Code.

"Specified anatomical areas" means less than completely and opaquely covered mature human female breast below a point immediately above the top of the areola, or above a point immediately below the bottom of the areola; mature human buttock; mature human genitals; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

"Specified sexual activities" means fondling or other erotic touching of human pubic region, buttock, female breast, or genitals; or acts of human sexual intercourse, masturbation or sodomy; or human genitals in a state of sexual stimulation or arousal.

"Storage, public, enclosed" means a building or group of buildings containing one or more rooms in which goods are stored or kept, normally unrelated or incidental to a business or commercial enterprise, and where access to the individual storage room or space is available to the tenant or lessee. Also known as mini-storage warehouses.

"Storage, warehouse, private" means a building or group of buildings containing one or more rooms in which merchandise or commodities are stored or kept, principally for retail sale, and where access to the content of the storage room or space is restricted to the owner of the facilities or his employees.

"Story" means that portion of a building included between the surface of any floor and the surface next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

"Street" means a public right-of-way, or private right-of-way approved by the Planning Commission, which provides a primary means of access to abutting property.

"Street line" means the boundary between a street right-of-way and abutting property.

"Structural alterations" means any change in the structural members of a building, such as bearing walls, columns, beams, or girders.

"Structure" means anything constructed, the use of which requires permanent location on the ground. This includes swimming pools, but excludes driveways, patios, or parking spaces where the area is unobstructed from the ground up.

“Telecommunication Facility” means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not “telecommunication facilities”.

“Textile and Leather Product Manufacturing” means manufacturing establishments engaged in performing any of the following operations: coating, waterproofing, or otherwise treating fabric, dyeing and finishing fiber, yarn, fabric, and knit apparel, manufacture of knit apparel and other finished products from yarn, manufacture of felt goods, lace goods, non-woven fabrics and miscellaneous textiles, manufacturing of woven fabric, carpets and rugs from yarn, preparation of fiber and subsequent manufacturing of yarn, threads, braids, twine cordage, and upholstery manufacturing.

“Theaters and Auditoriums” means indoor facilities for public assembly and group entertainment, other than sporting events, including: civic theaters, and facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, public and semi-public auditoriums, similar public assembly uses. Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor Commercial Recreation.”

“Transitional Housing” means housing containing sleeping, kitchen, and bathroom facilities with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons.

“Use” means the purpose for which either land or a structure thereon is designed, arranged, or intended, or for which it is or may be occupied or maintained.

“Use, accessory” means a use legally permitted in the zone, which use is incidental to and subordinate to the principal use of the site or of a main building on the site.

“Use, conditional” means a principal or accessory use of land or of structures thereon which use may be permitted only upon the issuance of a use permit, as provided herein.

“Use, principal permitted” means the primary use of land or of a main building which use is compatible with the purpose of the zone and which is permitted in the zone.

“Utility Facility” means fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do



not include office or customer service centers (classified in "Offices"), or equipment and material storage yards.

"Utility Infrastructure" means pipelines for water, natural gas, and sewage collection and disposal; and facilities for the transmission of electrical energy for sale, including transmission lines for a public utility company. Also includes telephone, telegraph, cable television and other communications transmission facilities utilizing direct physical conduits. Does not include offices or service centers (see "Offices"), or distribution substations (see "Utility Facility").

"Veterinary Facility" means veterinary facility that is primarily enclosed, containing only enough cage arrangements as necessary to provide services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long term medical care. Grooming and boarding of animals is allowed only if accessory to the facility primary use.

"Warehousing" means a facility for the storage of commercial goods of any nature. Includes cold storage. Does not include: warehouse, storage or mini-storage facilities offered for rent or lease to the general public (see "Storage, Personal Storage Facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and Distribution").

"Warehouse/Retail" means retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices. Sites and buildings are usually large and industrial in character. Patrons may be required to pay membership fees.

"Wholesaling and Distribution" means establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as: agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment.

"Yard" means an open space other than a court on the same site with a building, which open space is unoccupied and unobstructed from the ground upward, except for landscaping or as specified elsewhere in this title; but not including any portion of any street, alley or road right-of-way, except as specified elsewhere in this title.

"Yard, front" means a yard of uniform depth extending across the full width of the lot between the front lot line and the nearest vertical support or wall of the main building, or enclosed or covered porch attached thereto. The front yard of a corner lot is the yard adjacent to shorter street frontage.

"Yard, rear" means a yard of uniform depth extending across the full width of the lot between the rear lot line and the nearest vertical support or wall of the main building or enclosed or covered porch attached thereto, except that the rear yard of a corner lot extends only to the side yard adjacent to the street.

"Yard, side" means a yard on each side of the main building extending from the front yard to the rear yard, the width of each yard being measured between the side line of the lot and the nearest vertical support or main wall of each building or enclosed or covered porch attached thereto. A side yard on the street side of a corner lot shall extend from the front yard to the rear lot line.

"Zone" means a portion of the territory of the City of Rio Dell within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this title. The word "zone" shall include the word "district." [Ord. 252 § 2.01, 2004.]

## **Section 2. Severability**

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

## **Section 3. Limitation of Actions**

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

## **Section 4. Effective Date**

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on November 3, 2015 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the November 20, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 340-2015 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the November 17, 2015.

---

Karen Dunham, City Clerk, City of Rio Dell

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



November 3, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Conduct a Public Hearing and First Reading to Adopt Ordinance No. <sup>341</sup>339-2015 Amending City Code Section 5.30.520(2)(a) and Related Authorization for the City Manager to Sign Settlement Agreement and Release with Suddenlink Regarding PEG Access Funding

IT IS RECOMMENDED THAT THE CITY COUNCIL:

That the City Council:

- 1.) Introduce (first reading) Ordinance No. <sup>341</sup>339-2015 amending city code section 5.30.520(2)(a) related to the PEG fee paid by cable operator to support public access television.
- 2.) Open the public hearing, receive public input, close the public hearing and continue consideration, approval and adoption of the proposed Ordinance to your meeting of November 17, 2015 for the second reading and adoption.

BACKGROUND AND DISCUSSION

Since April of 2014, Suddenlink has been operating under State Cable franchises in accordance with the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). The local DIVCA ordinances for Humboldt County and the Cities Arcata, Blue Lake, Eureka, Ferndale, Fortuna, and Rio Dell required payment of PEG access fees that equal 3% of the gross cable revenues. However, Suddenlink has been paying only 1% since May 2014 and therefore is not in compliance with local DIVCA ordinances.

The source of the disagreement between Suddenlink and the Cities/County with regard to the computation of the proper amount of PEG fees is a section of DIVCA that provides imprecise guidance with regard to how to handle certain upfront PEG payments that occurred in 2006 (see below for further explanation).

DIVCA calls for a formula to calculate PEG fees on a going forward basis (up to a maximum of 3% and a minimum of 1% of gross revenues), based upon the amount of PEG fees paid in 2006 and the percentage of total gross cable revenues in 2006 reflected by the PEG fees paid that year. Because there were upfront lump sum PEG payments in 2006 (the first year of the local



franchise), they increased the PEG contribution used to calculate the PEG fee percentage, which was determined to exceed 3%. The legislation provided no guidance as to how to account for upfront lump sum payments.

While we believe that the 3% calculation is technically correct, we recognized the need to reach an agreement with Suddenlink regarding this matter. We also made it clear to Suddenlink that the Cities and County could not agree to modify the Code and reach a Settlement Agreement unless Suddenlink agreed to compensate the Cities/County for the underpayment of PEG fees from the date that the state video franchises took effect until the effective date of any Settlement Agreement, and to provide certain other assurances with regard to in-kind PEG support.

Access Humboldt contracted with a consultant (Sue Buske of The Buske Group) to conduct negotiations with Suddenlink on behalf of the Cities and County. The attached resolution and settlement and release is the result of those negotiations. The negotiations proceeded over the past 8 months and have resulted in the attached Resolution and Settlement Agreement and Release.

The Settlement Agreement and Release calls for the following:

1. Cities/County will modify the section of their respective City/County codes dealing with PEG fees provided by holders of State Video Franchises from 3% to 1.401%.
2. Suddenlink agrees to pay 1.401% of gross revenues on a going forward basis to Access Humboldt (the PEG provider designated by the Cities/County).
3. Cities/County agree to use PEG Fees for PEG purposes in a manner consistent with applicable law.
4. Suddenlink agrees to pay a \$64,000 settlement to Access Humboldt as a settlement for underpaid PEG fees since May 2014.
5. Suddenlink agrees that it will:
  - a. not challenge the Cities/County right to collect the 1.401% PEG Fee;
  - b. not reduce the amount of PEG Fees paid to the Cities/County to an amount below 1.401%;
  - c. not deduct from PEG Fees or Franchise Fees paid to the Cities/County the value of Suddenlink's other non-cash PEG services and facilities provided pursuant to its State Video Franchise, and its obligations under the applicable sections of the Cities/County Codes dealing with state video franchise holders; and
  - d. not modify or reduce the other non-cash PEG services and facilities being provided by Suddenlink to the Cities/County as of the Effective Date of this Agreement.

City/County staff have been regularly updated by Access Humboldt and Ms. Buske regarding the progress and settlement options. Staff has reviewed the documents and concurs with Access Humboldt's recommendation.

The recommended action should result in Suddenlink paying PEG fees in an amount of 1.401%, which is greater than the amount they have been paying over the past 15 months. The Agreement also assures that in-kind PEG support provided by Suddenlink will continue to be provided and not be subtracted from franchise fees or PEG fees.

///

**Ordinance No. 339-2015**

**AN ORDINANCE TO AMEND CITY CODE SECTION 5.30.520(2)(a)  
(CABLE SYSTEMS AND OPEN VIDEO SYSTEMS)  
AND APPROVE A SETTLEMENT AGREEMENT AND RELEASE WITH  
SUDDENLINK REGARDING PEG ACCESS FUNDING**

**WHEREAS**, in 2010 the City of Rio Dell, Humboldt County, and the Cities of Arcata, Eureka, Blue Lake, Fortuna, and Ferndale ("Cities/County") each enacted an ordinance updating its respective government code ("Cities/County Codes") to include provisions addressing the obligations of the holders of state video franchises issued by the California Public Utilities Commission ("CPUC") pursuant to the Digital Infrastructure and Video Competition Act ("DIVCA"); and

**WHEREAS**, commencing on various dates in 2014, Suddenlink began operating its cable system (or portions thereof) located within the Cities/County under the terms and conditions of a state video franchise ("Suddenlink State Video Franchise") granted by the CPUC, and the Cities/County Codes, as these documents may have been and/or may in the future be lawfully amended from time to time in accordance with applicable law; and

**WHEREAS**, prior to converting to the Suddenlink State Video Franchise, Suddenlink operated its cable system located within the Cities/County under the terms and conditions of local cable franchises granted by the Cities/County; and

**WHEREAS**, pursuant to the Suddenlink State Video Franchise and applicable sections of the Cities/County Codes governing state video franchises, Suddenlink must among other things provide public, educational, government access funding ("PEG Fee"), in an amount calculated under DIVCA based in part upon the level of PEG funding that was paid under its local cable franchises; and

**WHEREAS**, various disputes have arisen between Suddenlink and the Cities/County involving certain obligations Suddenlink is required to perform under the Cities/County Codes and Suddenlink's State Video Franchise, including the calculation and payment of the PEG Fee; and

**WHEREAS**, the Cities/County and Suddenlink have reach a comprehensive settlement with respect to the disputes, which have been identified by the Cities/County and Suddenlink;

**NOW, THEREFORE, BASED ON THESE PREMISES, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF RIO DELL THAT:**

Section 1. City Code Section 5.30.520(2)(a) shall be modified so as to change level of PEG support from 3% of gross revenues to 1.401% of gross revenues.

Section 2. The City Manager is authorized to sign the Settlement Agreement and Release.

**PASSED AND ADOPTED** by the City Council of the City of Rio Dell on November 17, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Ordinance No. 339 -2015 adopted by the City Council of the City of Rio Dell on November 17, 2015.

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Karen Dunham, City Clerk

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made by and between the **Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, and Rio Dell, and the County of Humboldt, California** (collectively "Cities/County") on the one hand and **Cebridge Acquisition, L.P. d/b/a Suddenlink Communications on behalf of itself and its affiliates and their respective predecessors, successors and assigns** (collectively "Suddenlink") on the other hand, (individually a "Party" and jointly, "the Parties"), and is effective on the latest date that this Agreement is approved by the governing body of any of the aforementioned Cities/County ("Effective Date").

WHEREAS, in 2010 each of the Cities/County enacted an ordinance updating its respective government code ("Cities/County Codes") to include provisions addressing the obligations of the holders of state video franchises issued by the California Public Utilities Commission ("CPUC") pursuant to the Digital Infrastructure and Video Competition Act ("DIVCA"); and

WHEREAS, commencing on various dates in 2014 Suddenlink began operating its cable system (or portions thereof) located within the Cities/County under the terms and conditions of a state video franchise ("Suddenlink State Video Franchise") granted by the CPUC, and the Cities/County Codes, as these documents may have been and/or may in the future be lawfully amended from time to time in accordance with applicable law; and

WHEREAS, prior to converting to the Suddenlink State Video Franchise, Suddenlink operated its cable system located within the Cities/County under the terms and conditions of local cable franchises granted by the Cities/County; and

WHEREAS, pursuant to the Suddenlink State Video Franchise and applicable sections of the Cities/County Codes governing state video franchises, Suddenlink must among other things provide public, educational, government access funding ("PEG Fee"), in an amount calculated under DIVCA based in part upon the level of PEG funding that was paid under its local cable franchises; and

WHEREAS, various disputes have arisen between Suddenlink and the Cities/County involving certain obligations Suddenlink is required to perform under the Cities/County Codes and Suddenlink's State Video Franchise including the calculation and payment of the PEG Fee; and

WHEREAS, the Cities/County and Suddenlink now desire to reach a comprehensive settlement with respect to the disputes, which have been identified by the Cities/County and Suddenlink;

NOW, THEREFORE, in consideration of the recitals, covenants and other terms set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the terms of this Agreement and conditioned on the acceptance and execution of this Agreement by Suddenlink, each of the Cities/County will promptly modify its respective Cities/County Code to change the PEG fee to be provided by holders of State Video Franchises from 3% of gross revenues to 1.401% of gross revenues.
2. Notwithstanding the effective date(s) of the foregoing ordinance amendments, commencing as of July 1, 2015 and continuing until the termination (without renewal) of the Suddenlink State Video Franchise, Suddenlink shall pay a PEG Fee of 1.401% of gross revenues to the PEG provider designated by the Cities/County.
3. The Cities/County agree to use the PEG Fees for PEG purposes in a manner consistent with applicable law.
4. No later than 30 days after the Effective Date of this Settlement Agreement, Suddenlink shall pay \$64,000 to the PEG provider designated by the Cities/County, as a settlement for underpaid PEG fees owed for the period from the date of conversion to the Suddenlink State Video Franchise to June 30, 2015.
5. Suddenlink agrees that it will:
  - a. not challenge the Cities/County right to collect the 1.401% PEG Fee;
  - b. not reduce the amount of PEG Fees paid to the Cities/County in cash to an amount below 1.401%;
  - c. not deduct from PEG Fees or Franchise Fees paid to the Cities/County the value of Suddenlink's other non-cash PEG services and facilities provided pursuant to its State Video Franchise and its obligations under the applicable sections of the Cities/County Codes dealing with state video franchise holders.
  - d. not modify or reduce the other non-cash PEG services and facilities being provided by Suddenlink to the Cities/County as of the Effective Date of this Agreement.
6. The Parties acknowledge that this Agreement must be separately approved by the governing bodies of the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, and Rio Dell, and the County of Humboldt, California. .
7. The Parties acknowledge and agree that this Agreement is the result of compromise of the disputed claims and is not an admission of liability or responsibility or error on the part of the Cities/County or Suddenlink. This Agreement is without prejudice to any Party's claims or defenses in any future proceedings between the Parties to this Agreement, except to the extent that such claim or defense is inconsistent with the express promises herein.

8. This Agreement is governed by and subject to the laws of the State of California and applicable federal law. The Cities/County and Suddenlink each acknowledge and agree that the releases contained in this Agreement are special releases and that §1542 of the Civil Code of the State of California is not applicable. If and to the extent it should be determined that the releases contained in this Agreement are not special releases, contrary to the acknowledged intention and agreement of the Cities/County and Suddenlink, each party specifically waives the benefit of the provisions of §1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

11. This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original for all purposes.
12. The parties agree to execute any and all documents necessary to effectuate the terms, conditions, purposes and aims of this Agreement.
13. This Agreement constitutes the full and entire agreement among the Parties with respect to the settlement of this dispute, superseding all prior agreements, negotiations and discussions among the Parties; and the Parties acknowledge that there is no other agreement, oral or written, regarding the subject matter of the Agreement. No modification of any of the terms or provisions of this Agreement shall be binding on any Party to this Agreement unless made in writing and signed by a duly authorized representative of such Party.
14. This Agreement shall be binding on Suddenlink and any, voluntary or involuntary successor or assign in whole or in part of: (i) the Suddenlink State Video Franchise as the same may be renewed or extended; or (ii) the cable system controlled by Suddenlink and serving one or more of the Cities/County.
15. This Agreement is freely and voluntarily given by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all of the terms and provisions of this Agreement. Neither Suddenlink, nor the Cities/County will take any action to challenge the validity or enforceability of any provision of this Agreement; nor will they participate with any other person or entity in any such challenge.



16. All notices or other communications required or permitted to be made or given hereunder shall be in writing and shall be mailed overnight delivery or otherwise delivered in an expedited manner (via email or fax) to the below addresses or at such other address as may be specified by the parties in writing:

For: Suddenlink:

Michael Zarrilli  
Suddenlink Communications  
520 Maryville Centre Drive  
Suite 300  
St. Louis, MO 63141

For Cities/County:

Sean McLaughlin  
Access Humboldt  
P.O. Box 157  
Eureka, California 95502

17. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
18. Each of the officers or agents executing this Agreement on behalf of the respective Parties hereto warrants that he or she is empowered to do so and thereby bind his or her respective corporation.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release as follows, as of the dates indicated below:

Dated:

\_\_\_\_\_, 2015

Cebridge Acquisition, L.P. d/b/a  
Suddenlink Communications on behalf of  
itself and its affiliates and their respective  
predecessors, successors and assigns.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated:

City of Arcata, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

City of Blue Lake, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

City of Eureka, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

City of Ferndale, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

City of Fortuna, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

City of Rio Dell, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated:

County of Humboldt, California

\_\_\_\_\_, 2015

By: \_\_\_\_\_

Attest

Its: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board